

DOCUMENT # 537B
ADOPTED
12/20/90

RESOLUTIONS OF THE BOSTON REDEVELOPMENT AUTHORITY
REGARDING LEWIS WHARF
DEVELOPMENT IMPACT PROJECT PLAN

WHEREAS, Gunwyn/Lewis Wharf Limited Partnership and Peter E. Madsen as Trustee of Lewis Wharf Real Property Trust (the "Applicant") filed an application dated as of November 22, 1990 seeking from the Boston Redevelopment Authority ("BRA") approval of a Development Impact Project Plan (the "DIP Plan") as concerns a parcel of land located in the North End/Waterfront District of the City of Boston and generally bounded by Commercial Street, Eastern Avenue, the Pilot House Building and the Lewis Wharf Granite Building (the "Site") in connection with a mixed use development for a hotel/parking garage/recreational marina and pool house structure (the "Project"). The DIP Plan was filed in accordance with Sections 26A-3 and 26B-3 of the Boston Zoning Code (the "Code") which establishes requirements for major development projects in the City of Boston. Section 26A-3 of the Code requires that a Development Impact Project Plan contain certain information regarding the Project and including the proposed location of a such a Project, the uses of the same, densities, proposed traffic circulation, parking and loading facilities, access to public transportation and proposed dimensions of structures. The submission by the applicant of the DIP Plan also confers upon the BRA design review as concerns approval of final plans and specifications prior to the Applicant filing for a building permit. Such final plans and specifications must be consistent with the DIP Plan and require public notice and hearing.

WHEREAS, the Site is located in Boston's North End/Waterfront District and is one of the few remaining piers in this area available for development. The Site is significantly under-utilized, undeveloped and basically comprised of deteriorated and dilapidated pier structures which are basically vacant and which return to the City relatively little in the terms of tax revenue, employment or other public benefits, and is presently a blight upon the surrounding buildings and structures and navigational hazard to harbor users.

WHEREAS, the BRA finds that if the DIP Plan is not approved that the Site will continue as an under-utilized area and that the existing structures will remain as a blight upon the neighborhood, and that the potential public benefits to be derived from the development of the Site will not be realized. The BRA also finds that the development of the Site with an attractive 335 room marine inn facility will bring added vitality to this area and through its linearly designed walkway system around the Project will open up this entire area to immediate abutters and residents of the City of Boston and this area of the Downtown Waterfront.

WHEREAS, the Applicant has submitted a Final Project Impact

Report to the Authority in accordance with Article 31 of the Code and has submitted conceptual and schematic design drawings for the Project. The Project's design has evolved through numerous changes reflecting a complex interplay between various community groups and governmental bodies which has resulted in a sensitive design that compliments the surrounding structures that strengthens and reinforces the historic patterns of buildings and streets in this area. The BRA finds, as a result of the public environmental processes and public review and input that have been ongoing over the last several years, that the present design of the Project represents a balance between community concerns and the need for the development of this blighted area.

WHEREAS, in order to approve the DIP Plan, the BRA must find that the Project conforms to the general plan of the City and is not injurious to the neighborhood or otherwise detrimental to the public welfare. The BRA finds that the Project is a first class mixed use development which will eradicate a blighted area in the City of Boston and that its present design will provide public access to this entire pier area which is presently not available and will provide a visual and physical access to the water. The BRA also finds that the Project will serve a proper public purpose in accordance with the Zoning Code and that it complies with the requirements contained in Section 18 of Chapter 91 of the Massachusetts General Laws. In that regard, the Project provides an enhancement of pedestrian environment and open space while still preserving the historic area in which it is located. The City will also benefit through increased tax revenues and linkage payments. Based upon the Applicant's DIP Plan, and the schematic and conceptual design drawings submitted, planning criteria contained in the Code for a DIP Plan are met and, accordingly, the zoning relief requested by the Applicant represents minimal zoning relief and that such should be supported by the BRA.

WHEREAS, the BRA gave due and proper notice of a public hearing to be held in the offices of the BRA on November 29, 1990, to consider the DIP Plan and determine the manner in which Sections 26A-3 and 26B-3 of the Code should be applied to the DIP Plan. The public hearing was duly convened and held in all respects in accordance with the law, and to the extent required by law, with legal forum present throughout the meeting. At the public hearing, the BRA heard extensive testimony from a number of witnesses. The BRA considered the DIP Plan and the exhibits attached thereto and those submitted by the Applicant at the public hearing. The BRA closed the public hearing and the public record on this application on November 29, 1990. Based on the public record, the BRA finds and concludes that the Project is essential to the revitalization of the North End/Waterfront District Area; that the Urban Design elements of the Project reflect the needs of the Waterfront area and are consistent in all material respects with the Harborpark District zoning; that the Project will form an important link in the City's Waterfront development; that the Project will aid the City financially by

generating jobs, providing a new source of real estate tax revenues and linkage funds and funds for affordable housing; and that the Project will make an important contribution through the redevelopment of a dilapidated pier in Boston's Waterfront. Based on all the evidence submitted, the BRA further finds and concludes that the Project's DIP Plan satisfies the criteria contained in the Code and that it complies with Sections 26A and 26B-3. Further, the BRA finds that the Project is consistent with and conforms to the general plan for the City and that it provides a public purpose by providing public access to the public to this area which has been heretofore totally inaccessible.

THEREFORE, be it resolved:

VOTED: That in connection with the Development Impact Project Plan for Lewis Wharf in the North End/Waterfront area of Boston, MA. presented at a public hearing duly held at the offices of the Authority on November 29, 1990, and after consideration of the evidence presented at the hearing, the Boston Redevelopment Authority finds that said plan: (1) conforms to the general plan for the City of Boston as a whole; (2) contains nothing that will be injurious to the neighborhood or otherwise detrimental to the public welfare; and (3) does adequately and sufficiently satisfy all other criteria and specifications for a Development Impact Project Plan as set forth in Articles 26, 26A and 26B of the Boston Zoning Code as amended; and further

VOTED: That pursuant to the provisions of Articles 26, 26A and 26B of the Boston Zoning Code as amended, the Boston Redevelopment Authority hereby approves the Development Impact Project Plan for Lewis Wharf. Said Development Impact Project Plan is embodied in a written document entitled "Development Impact Project Plan, Lewis Wharf, Boston, MA", dated as of November 22, 1990, said document shall be on file in the office of the Assistant Director of Zoning of the Authority; and further.

VOTED: That the Authority authorizes the Director to execute, in the name and on behalf of the Authority, a Development Impact Project Agreement with the Trustee of Lewis Wharf Real Property Trust and Gunwyn/Lewis Wharf Limited Partnership, the developer of Lewis Wharf, in substantially the forms attached hereto, and to certify on behalf and in the name of the Authority that plans submitted to the Inspectional Services Commissioner in connection with said Project are in conformity with said Development Impact Project Plan, and that the Trustee of Lewis Wharf Real Property Trust

and Gunwyn/Lewis Wharf Limited Partnership have entered into an Agreement with the Authority in accordance with Articles 26, 26A, and 26B of the Boston Zoning Code; and further

VOTED: That the Authority hereby approves the Development Impact Project Contribution proposed and submitted for Lewis Wharf, presented at a public hearing duly held at the offices of the Authority November 29, 1990; and further

VOTED: That the Director is authorized to issue an Adequacy Determination for the Final Impact Project Report as submitted and to execute a Cooperation Agreement in accordance with Article 31 of the Boston Zoning Code confirming that the project has complied with the requirements of the Development Review process contained in Article 31; and further

VOTED: That the Director is authorized to certify that the requirements contained in Section 42A-8 and 42A-9 have been satisfied and that the Project meets the environmental protection and safety standards set forth therein; and further

VOTED: That in accordance with Subsection 1 of Article 42A Section 5 of the Zoning Code the Authority hereby determines that the redevelopment of Lewis Wharf is a proper public purpose, and conforms with Subsections 2 through 11 of Article 42A and would serve a proper public purpose and would not be detrimental of the public's rights in these tidal lands and that the Director be authorized to inform the State's Department of Environmental Protection that the project complies with the requirements of Section 18 of Chapter 91 of the M.G.L., all in accordance with the detailed set of determinations entitled "Findings of the Boston Redevelopment under M.G.H. Ch. 91, Sec. 18 and Article 42A-5" attached here to and incorporated in the vote as if it had been set forth herein; and further

VOTED: That the Authority finds for the reasons set forth in the FPIR that the proposed use of tidelands serves a proper public purpose in that the Project provides greater public benefits than detriments to the public rights in said tidelands, and the Project involves the rehabilitation of a deteriorated waterfront site which has been inaccessible to the public for a number of years, and upon completion of the Project, the Site will be economically viable and will provide a major public benefit by its provision of public access and open space at the water's edge; and further

VOTED: That the Authority hereby authorizes the Director to

recommend approval of a petition to be brought by the Applicant for exceptions and conditional use permits from the Boston Zoning Code necessary for the construction of the Project, all as set forth in the DIP Plan; and further

VOTED: That the conceptual, schematic drawings, plans and specifications submitted by the developer as part of the Final Project Impact Report, dated October 31, 1990, conform with the Urban Design Guidelines set forth in Article 42A-8 Subsection 2, including the finding that the reconfigured waterfront yards as submitted in the development review provisions meet the requirements of Sections 42A-7, 42A-5.9 and 42A-13, and that said conceptual, schematic drawings, plans and specifications be and are hereby approved; and further

VOTED: That the Authority hereby adopts the attached resolution re: Modifications to the Urban Renewal Plan of the Downtown Waterfront - Faneuil Hall Urban Renewal Area, Project No. Ma R-77 and authorization to proclaim by certificate these Minor Modifications; and further

VOTED: That the Director be and hereby is authorized and directed to execute and deliver any and all documents contemplated by the foregoing votes or which may be necessary, appropriate or convenient to implement the transactions referred to therein, his signature upon any such document being conclusive evidence that the same is authorized by this vote of the Authority.

DOCUMENT #537₃

ADOPTED 12/20/90

BOSTON REDEVELOPMENT AUTHORITY

AS OF November 22, 1990

DEVELOPMENT IMPACT PROJECT PLAN FOR LEWIS WHARF

LEWIS WHARF REAL PROPERTY TRUST

and

GUNWYN/LEWIS WHARF LIMITED PARTNERSHIP

DEVELOPER: Gunwyn/Lewis Wharf Limited Partnership, the General Partners of which are Graham Gund and the Gunwyn Development Corporation, and Peter E. Madsen, Trustee of Lewis Wharf Real Property Trust.

ARCHITECT: Graham Gund Architects.

SITE DESCRIPTION/PROJECT AREA: The Project site is bounded generally by Commercial Street, Eastern Avenue, the Pilot House and the Lewis Wharf Granite Building in Boston's Waterfront District. The parcel currently owned by the Developer consists of approximately 406,000 square feet of land and water (the "Lewis Wharf Parcel"), as is more particularly described in Exhibit A attached hereto. The parcel on which the Project will be located is shown on the Site Plan attached as Exhibit B (the "Site").

GENERAL DESCRIPTION OF PROPOSED DEVELOPMENT AND USE

ALLOCATION: The Project consists of a new marine inn to be housed in two buildings with accommodations for 335 hotel rooms with

supporting ground floor retail space, restaurant, cafe, meeting and conference rooms, marina and sailing center operation inclusive of truck loading dock and back of house facility, and supporting facilities and an underground parking garage for approximately 570 cars, and will include approximately 248,400 square feet of new development in the hotel buildings and approximately 300,000 square feet of space in the underground parking and loading facility. As set forth in the Development Impact Project Agreement, the final square footage calculation may vary as the design is developed during the design review process. Any such changes, however, will be consistent with zoning requirements and the building dimensions that are approved. In no event shall the exterior dimensions of the building exceed those described in this Development Impact Project Plan, including the exhibits attached hereto.

The hotel buildings will be constructed generally along the lines of existing wharf structures extending along the Site's finger piers. A link between these two buildings will be constructed both below ground and by a connecting bridge at the second floor level. There will also be an above ground link between the South Building and the Pool House Building. The marine inn's height will be 51 feet for the South Building and 55 feet for the North Building (both of said dimensions measured to the top of the highest habitable floor), while the parking garage will be located on five underground levels. The Pool House Building will consist of a separate but connected building containing approximately 7,000 square feet. The parking garage

will access both off of Eastern Avenue and the private driveway from Atlantic Avenue to the North Building.

In keeping with the height of traditional waterfront/mercantile buildings in this area, massing of the marine inn will be of a scale compatible with that of the surrounding Lewis Wharf Granite Building and Pilot House. At the same time, the marine inn buildings are designed to complement and enhance the existing waterfront seascape. Further, the Project has been designed to minimize the impact of shadows on adjacent buildings and historic structures.

LOCATION AND APPEARANCE OF STRUCTURES: The location and appearance of the Project will conform with the drawings listed on Exhibit C attached hereto. These plans are subject to further design review and refinement. (Such plans and approved refinements are hereinafter referred to collectively as the "Plans.")

LEGAL INFORMATION: There are no legal judgments or actions pending which directly involve the Project. There are no taxes owed on any other Boston properties now owned by the Developer.

BUILDING DIMENSIONS: The dimensions of the Project will conform with the drawings listed on Exhibit C to this Plan. These plans are subject to further design review and refinement. The Project's height, as defined in Appendix A to Article 42A of the Boston Zoning Code (as in existence as of the date of approval of this Plan), will not exceed the zoning height allowed under Section 42A-13 of the Zoning Code and no zoning relief for height will be requested.

PROPOSED TRAFFIC CIRCULATION: The area street network consists of Eastern Avenue, Atlantic Avenue, Commercial Street and Fleet Street. All truck, taxi and valet car access to the hotel will be via the private driveway from Atlantic Avenue while the Eastern Avenue entrance/exit will be the primary access to and from the parking facility, with an additional truck loading dock at grade in the Pilot House extension.

PARKING AND LOADING FACILITIES: The Project will contain approximately 570 parking spaces for use by hotel patrons, guests, tenants of the Project, customers, residents of nearby residential condos, tenants of nearby businesses and the public. Pedestrian access to the garage will be via elevators to and from the lobby of the Project and a head house located adjacent to the Pilot House Extension. The Project will be primarily served by three (3) loading bays located on the first level of the underground parking garage.

PROJECTED NUMBER OF EMPLOYEES: The Developer anticipates that the Project will generate construction-related jobs of approximately 1200 person-years throughout the thirty-six month projected construction period and, upon completion of construction, will provide space to accommodate approximately 350 permanent jobs. During construction, the Developer will participate in the Boston Jobs Residents Policy, and will use good faith efforts to help insure that construction jobs are oriented toward Boston residents. The Developer will also be a part of the Boston for Boston initiative to work toward a goal that fifty

percent (50%) of all permanent jobs are held by Boston residents once the Project has been completed.

ACCESS TO PUBLIC TRANSPORTATION: The Site is very well served by public transportation, including MBTA subway lines. The Project is most closely served by the Aquarium Station (Blue Line) and other MBTA subway stations within easy walking distance including the State Street Station (Orange and Blue Lines).

In addition to the subway lines, the commuter rail terminals serving the southern and western suburbs are located at South Station; the commuter rail terminals serving the northern suburbs are located at the Green Line's North Station. Finally, a commuter boat docking facility servicing the south shore communities is operating at nearby Rowes Wharf.

As part of the Project, the Developer will enter into a Transportation Access Plan Agreement to implement various transportation mitigation measures (to be more fully detailed in the Final Project Impact Report and the Environmental Impact Report for the Project). These measures will include, but not be limited to, implementation of the following transportation mitigation measures:

- Water-taxi stop and transient boat pick-up and drop-off dock.
- On-site dissemination of route and schedule information for commuter rail, rapid transit, bus, and water transportation services.
- On-site dissemination of ride-sharing information of Caravan for Commuters, Inc

- On-site sale of MBTA passes.
- Coordination of a reserved space program for van and car pool parking.
- Contribution for capital improvements to be undertaken by the Boston Transportation Department and/or the Authority to mitigate transportation impacts which are demonstrated to be solely and directly the result of the Project and/or its construction.

OPEN SPACE AND LANDSCAPING: The sidewalk areas bordering the Project will be paved with suitable materials and compatible with the design of the proposed buildings and surrounding areas. Such sidewalks form the edges of a deck structure for both finger piers which in turn constitutes a lineal walkway system around the entire Project which ties into the public street system in this area.

DESIGN REVIEW PROCEDURES: In addition to the requirements of Article 31 of the Boston Zoning Code (described below), the design review process to be observed by the Developer and the Authority shall include review of items which affect site improvements, exterior facades, roofscape and interior public spaces, as set forth in the Authority's "Development Review Procedures" dated 1985 and revised in 1986 (the "Development Review Procedures").

The conceptual and schematic design for the Project, comprised of the plans listed on Exhibit C, has been submitted to the Authority.

PERMITS AND APPROVALS: A Project Notification Form for the Project was filed on June 2, 1990. Pursuant to Article 31 of the

Boston Zoning Code, the Authority has required the preparation of a Project Impact Report ("PIR") for the Project, which has been coordinated with the preparation of the Project's Environmental Impact Report ("EIR") under the requirements of the Massachusetts Environmental Policy Act ("MEPA"). By letter dated July 2, 1990 the Authority notified the Developer that the scope of the PIR must include the following components: Transportation Component, Environmental Protection Component, Urban Design Component, Historic Resources Component and Infrastructure Systems Component. The Draft PIR was submitted to the Authority on May 15, 1990 and notice thereof was published in the Boston Herald on May 21, 1990.

An Environmental Notification Form for the Project under MEPA was submitted to the Secretary of the Executive Office of Environmental Affairs ("EOEA") on May 31, 1990, and notice thereof was published in the Environmental Monitor on June 9, 1990. By letter dated July 10, 1990, the Secretary of the EOEA required that an EIR be prepared.

The FPIR was filed with the BRA on October 31, 1990 and the FEIR was filed with the Secretary of the EOEA on October 31, 1990 and notice thereof was published in the Environmental Monitor on November 7, 1990. Other required permits, licenses and approvals are listed on Exhibit D attached hereto.

COMPLIANCE WITH PLANS: The plans listed in Exhibit C comprise the conceptual plans for the Project submitted to the Authority. Construction of the Project will proceed in general conformance with the plans listed in Exhibit C and with the

additional plans submitted by the Developer in accordance with the Design Development Submission requirements of the Development Review Procedures. The Design Development plans are subject to the approval of the Authority. As is the case with any project of this scope, and as a result of the various reviews of the Project to be undertaken in connection with the securing of all necessary permits and approvals therefor, changes to the project may be made and any such changes which affect site improvements, exterior facades, and roofscape shall be subject to the approval of the Authority pursuant to the Development Review Procedures.

ZONING: The Site is located within the Harborpark District established by Article 42A of the Boston Zoning Code. The Project uses, height and FAR comply with the requirements set forth in Article 42A. Zoning relief necessary for the Project is more particularly set forth in Exhibit D attached hereto.

PROPOSED USES: The proposed uses of the Project include hotel, ancillary office and function space, restaurant, cafe, lounge, retail, parking uses and recreational marina. The Project, exclusive of the parking garage, will contain approximately 248,400 square feet of gross floor area. When completed, the Project will contain approximately 247,900 square feet devoted to the hotel, and ancillary uses such as the retail shop of approximately 500 square feet.

DENSITIES: The zoning in the Harborpark District permits a maximum FAR of 2.0. This Plan calls for a composite FAR of not more than 1.87 (based upon the ratio of 248,400 square feet of proposed gross floor area to 132,800 square feet of lot area on

the Site). For purposes of this Plan, the terms used herein shall have the meaning attributed to them in the Boston Zoning Code as in existence as of the date of execution of this Plan, and not as the same may be amended thereafter. As customary, gross floor area has been determined by excluding mechanical shafts [including smoke exhaust shafts, toilet pipe shafts, stair pressurization shafts, rain leaders shafts, electrical risers and elevator shafts and overrides], electrical rooms, mechanical rooms, and below-grade parking.

DEVELOPMENT IMPACT PROJECT CONTRIBUTION: As required under Sections 26A-3 and 26B-3 of the Boston Zoning Code, the Developer will enter into a Development Impact Project Agreement with the Authority (the "DIP Agreement") and will be responsible for making a Development Impact Project Contribution (the "DIP Contribution") with regard to the Project. The DIP Contribution shall be made, at the Developer's option, by: (i) the grant and payment by the Developer of a sum of money, payable at the times and in the manner and under the conditions specified in the DIP Agreement (referred to in Section 26A-3 of the Boston Zoning Code as the "Housing Contribution Grant"), (ii) the creation by the Developer of low and moderate income housing units at a cost at least equal to the amount of the Housing Contribution Grant and under the conditions specified in the DIP Agreement (referred to in Section 26A-3 as the "Housing Creation Option"), or (iii) a combination of items (i) and (ii) above.

The Developer anticipates making the DIP Contribution in the form of a Housing Contribution Grant. Should the Developer's

obligation with regard to the DIP Contribution be satisfied solely in the form of a Housing Contribution Grant, total payments from the Developer would equal approximately \$742,000 calculated as follows:

Total Gross square Footage
of Uses Enumerated in Table D
of Article 26A of the
Boston Zoning Code

248,400 gross square feet

Less Exemption

(100,000) gross square feet

Net Gross square Footage for
Purposes of Payment

148,400 gross square feet

X \$5.00/gsf

TOTAL HOUSING CONTRIBUTION GRANT

\$742,000

JOBS CONTRIBUTION GRANT: As required under Section 26B-3 of the Boston Zoning Code, the Developer will also be responsible for making a Jobs Contribution Grant with regard to the Project. The Jobs Contribution Grant shall be payable at the times and in the manner and under the conditions specified in the DIP Agreement. It is anticipated that the total Jobs Contribution Grant for the Project will equal approximately \$148,400, calculated as follows:

Total Gross square Footage
of Uses Enumerated in Table E
of Article 26B of the
Boston Zoning Code

248,400 gross square feet

Less Exemption

(100,000) gross square feet

Net Gross square Footage for
Purposes of Payment

148,400 gross square feet

X \$1.00/gsf

PUBLIC BENEFITS:Public Access and Enjoyment

1. Replacement of deteriorating, unsafe and blighted piers with a facility of public accommodation including 335-room Marine Inn which houses a restaurant, cafe, and meeting facilities.
2. Improved public access and creation of public facilities for the enjoyment of the water's edge and the creation of substantial new public open space.
3. Preservation and enhancement of view corridors to the harbor from the North End, including the Fleet Street view corridor.
4. Location of new pedestrian routes through and around the site for enjoyment of the waterfront, including a series of pedestrian walkways from Atlantic Avenue/Commercial Street, which will provide attractive landscaped pedestrian connections to the waterfront.
5. An increase in water-dependent activities including improved sailing program facilities, a new water taxi dock, public landing and dinghy dock, access for fishing and an enlarged marina with both transient and seasonal slips.
6. Construction of a shipwatching station.

Park and Open Space Improvements

1. Creation or maintenance of 110,300 square feet of public outdoor open space out of a total project area of 192,900 square feet. Approximately 57% of the Proposed Project meets the zoning definition of open space.
2. Creation of an approximately one-half acre "green" park anchor along Atlantic Avenue/Commercial Street, located to the south of the proposed Pilot House Extension. The park features formal gardens, a sculpture, a fountain, street furniture and a variety of passive recreational uses for the neighborhood and visitors. A pathway system will connect various site functions and lead pedestrians to the fountain, and then on to the Harborpark walkway system.
3. Preservation of the existing "Bowling Lawn" open space, located to the south of the existing Granite Building.
4. Creation of a tree-lined, pedestrian and vehicular passage beginning at Atlantic Avenue/Commercial Street and terminating at the front of the North Marine Inn Building in a landscaped court containing seasonal plantings and a water feature.
5. Creation of a series of landscaped plazas, open spaces and brick-paved pedestrian path connections to the pier and Harborwalk which unifies the landward open space with the pier and Harborwalk

network and results in a cohesive public open space plan.

6. New connections to the downtown Harborwalk system through the creation of 2,665 linear feet of Harborwalk, a continuous public pedestrian promenade along the water's edge that will provide water-oriented recreation and passive enjoyment of the proposed marina and Boston Harbor.
7. Creation of a major public space at the end of the North Pier which features a 35-foot wide pier area and provides a sunny sheltered public open space overlooking the sea and the marina. Space for active uses such as a restaurant as well as passive seating and walking areas will be provided.
8. Creation of a 22-foot expanded pedestrian area on the sheltered south side of the South Pier.
9. Sheltered viewing pavilion dedicated to Christopher Columbus located on a 45-foot wide Cove Edge Plaza on the North Pier.

Affordable Housing and Job Program

1. Generation of a linkage contribution of approximately \$742,000 for the creation of affordable housing.
2. Generation of approximately \$148,400 in jobs linkage contribution for the creation of a jobs training and basic literacy program for entry

level and management level positions in the hospitality industry.

Economic Benefits

1. Creation of over 400 trade union construction jobs, or over 1,200 man-days of employment.
2. Creation of over 350 permanent hotel-related jobs upon completion of the project.
3. Generation of over \$41 million in revenues to the City of Boston, Commonwealth of Massachusetts and the federal government during the first seven years of operation.
4. Indirect multiplier impacts as a result of permanent economic activity and construction related expenditures.

Parking and Loading Improvements

1. Relocation of all surface parking to the underground parking facility.
2. Creation of a subsidized overnight parking voucher system for 60-100 North End resident vehicles.
3. Containment of all loading dock facilities within structures and below grade, not visible to pedestrians.

EXHIBIT A

Lewis Wharf - Boston, Mass.
Total Perimeter (Lots B, I, J, L)

Beginning at a point on the easterly line of Atlantic Ave. (100' wide - public way), said point being 63.85' southerly from the southwesterly corner of Eastern Ave. and Atlantic Ave.;

thence running S 81° 56' 59" E a distance of 201.17 feet to a point;

thence turning and running S 7° 50' 10" W a distance of 50.00 feet to a point;

thence turning and running S 84° 23' 31" E a distance of 122.86 feet to a point;

thence turning and running N 7° 28' 49" E a distance of 45.16 feet to a point;

thence turning and running S 85° 21' 46" E a distance of 61.76 feet to a point;

thence turning and running N 5° 40' 16" E a distance of 6.88 feet to a point;

thence turning and running S 86° 55' 26" E a distance of 542.26 feet to a point;

said point lying on the state harbor line and U.S. Pier & Bulkhead line;

thence turning and running along the said harbor line by the following two courses:

S 21° 06' 34" E a distance of 110.64 feet and
S 1° 55' 13" E a distance of 281.13 feet to a point;

thence turning and running S 73° 15' 24" W a distance of 503.19 feet to a point;

thence turning and running N 68° 50' 39" W a distance of 437.82 feet to a point;

thence turning and running N 20° 00' 16" E a distance of 148.19 feet to a point;

thence turning and running N 73° 30' 23" W a distance of 128.88 feet to a point on the easterly line of said Atlantic Ave;

thence turning and running along the said easterly line of Atlantic Ave. N 2° 15' 06" W a distance of 25.34 feet to a point;

thence turning and running S 73° 30' 23" E a distance of 378.35 feet to a point;

thence turning and running N 16° 31' 00" E a distance of 95.17 feet to a point;

thence turning and running N 73° 28' 53" W a distance of 410.75 feet to a point on the said easterly line of Atlantic Ave.;

thence turning and running along the said easterly line of Atlantic Ave. N 2° 15' 06" W a distance of 141.67 feet to the point of beginning.

The above described parcel contains 393,132 square feet (9.025 acres) and is subject to the following easements:

- A 10 foot wide gas easement
- An 8.5 foot wide pedestrian easement
- An 8 foot wide pedestrian easement
- A 20 foot wide pedestrian and vehicular easement
- and a 27 foot wide access easement.

All of which is shown on a plan by Harry R. Feldman, Inc. entitled Topographic Plan of Land "Lewis Wharf", Boston, Mass. dated April 29, 1988 and revised to October 29, 1989.

EXHIBIT B - SITE PLAN

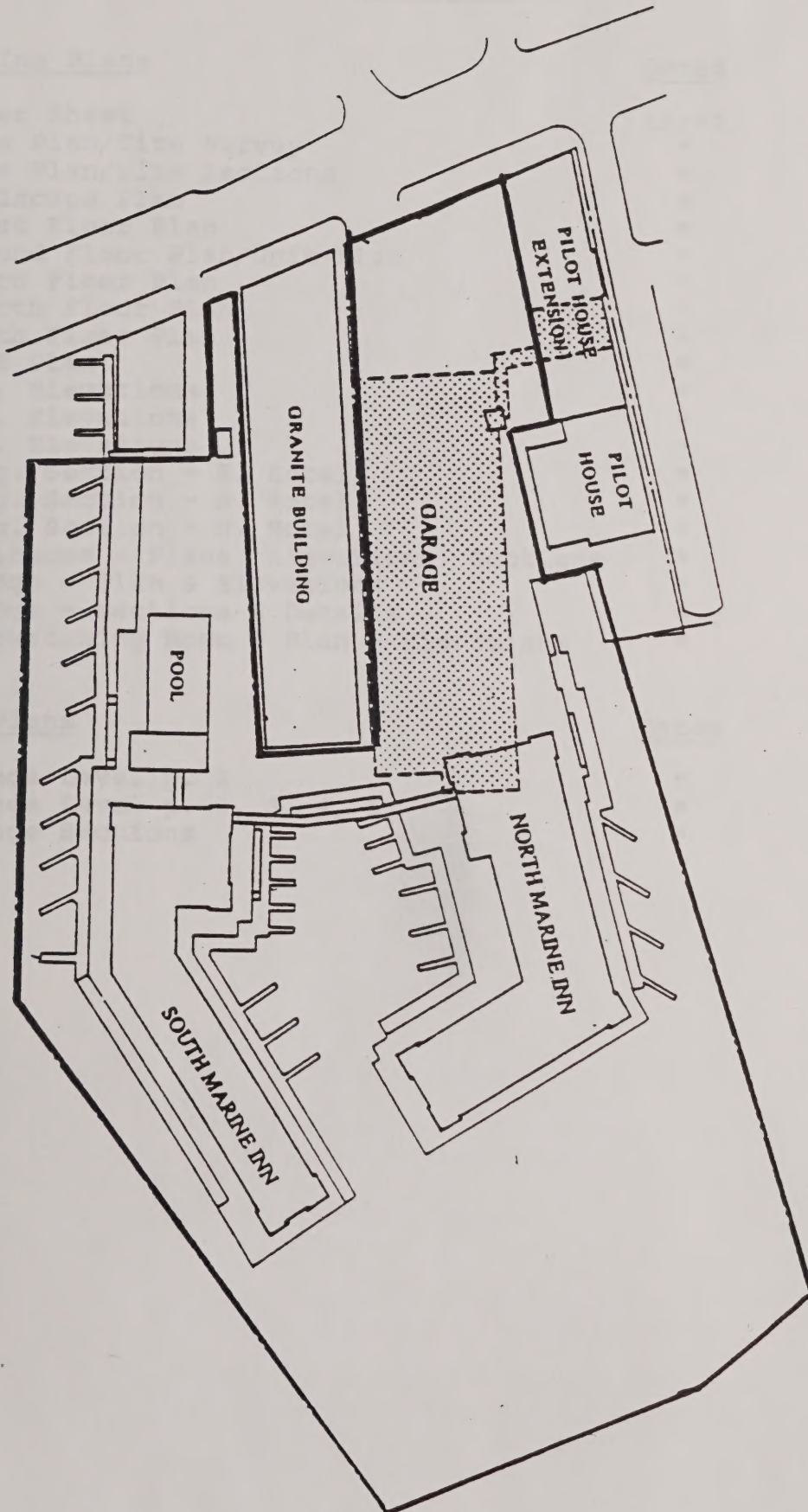


EXHIBIT C

Marine Inn Plans

Dated

- | | |
|---|-------|
| 1. Cover Sheet | 11/90 |
| 2. Site Plan/Site Survey | " |
| 3. Site Plan/Site Sections | " |
| 4. Landscape Plan | " |
| 5. First Floor Plan | " |
| 6. Second Floor Plan/Unit Plan | " |
| 7. Third Floor Plan | " |
| 8. Fourth Floor Plan | " |
| 9. Fifth Floor Plan | " |
| 10. Roof Plan | " |
| 11. Ext. Elevations | " |
| 12. Ext. Elevations | " |
| 13. Ext. Elevations | " |
| 14. Bldg. Section - S. Hotel | " |
| 15. Bldg. Section - N. Hotel | " |
| 16. Bldg. Section - N. Hotel | " |
| 17. Poolhouse - Plans, Elevations, Sections | " |
| 18. Bridge - Plan & Elevations | " |
| 19. Bridge - Sections & Details | " |
| 20. Shipwatching Room & Plan & Elevations | " |

Garage Plans

Dated

- | | |
|-------------------------------|---|
| 1. Garage Level p. 1 | " |
| 2. Garage Level p. 2, 3, 4, 5 | " |
| 3. Garage Sections | " |

EXHIBIT D

PERMITS, APPROVALS AND LICENSES

Anticipated Permit

FEDERAL

Environmental Protection Agency

- National Pollution Discharge Elimination Permit
- Asbestos Removal Plan Approval

U.S. Army Corps of Engineers

- Section 404
- Section 103 of the Marine Protection Research and Sanctuaries Act

Federal Emergency Management Agency

- Letter of Map Revision

STATE

Department of Labor

- Asbestos Removal Plan Review

Department of Environmental Protection

- Chapter 91 License
- Water Quality Certificate
- Notification of Demolition
- NPDES Surface Water Discharge Permit
- Massachusetts Contingency Plan (21E)
- Fossil Fuel Utilization Permit
- Asbestos Removal Notification

MEPA

- Certificate of Compliance on FEIR

Massachusetts Coastal Zone Management

- Consistency Determination

National Heritage Program

- Review

Massachusetts Historical Commission

- Determination of No Adverse Impact

Massachusetts Water Resources Authority/ Department of Environmental Protection

- Sewer Connection Permit
- Industrial User Permit

CITY

Boston Redevelopment Authority (BRA)

- FPIR

Board of Appeal (ZONING RELIEF)

- Conditional Use Permit for Parking Garage
- Conditional Use Permit for Pool House
- Conditional Use Permit for Recreational Marina
- Exception for FAR for Parcel B-3A, Height and Open Space
- Exception to Article 25

Boston Public Safety Commission

- Garage Erection Permit
- Flammable Storage Permit

Boston Department of Health and Hospitals

- Asbestos Removal Plan

Boston Fire Department

- Fire Apparatus Access
- Permit for Removal/Installation of Underground Fuel Tanks

Inspectional Services Department

- Demolition Permit
- Building Permit
- Certificate of Occupancy

Air Pollution Control Commission

- Parking Freeze Permit

Water and Sewer Commission

- Sewer Connection Permit
- Water Connection Permit
- Site Plan

Boston Transportation Department

- Traffic Access Plan
- Construction Management Plan Approval

Architectural Barriers Board

- Approval

Boston Conservation Commission

- Order of Conditions

Department of Public Works

- Curb-Cut Permit

Public Improvements Commission

- Modification of Street Layout (Eastern Avenue)

DEVELOPMENT IMPACT PROJECT AGREEMENT
INCLUDING PROVISIONS FOR THE JOBS CONTRIBUTION GRANT
FOR LEWIS WHARF

THIS AGREEMENT (the "Agreement") is made as of this day of November, 1990 between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, having an office at One City Hall Plaza, Boston, Massachusetts 02201 (hereinafter, the "Authority"), and GUNWYN/LEWIS WHARF LIMITED PARTNERSHIP, a Massachusetts limited partnership, the general partners of which are Graham Gund and Gunwyn Development Corporation, and PETER E. MADSEN, TRUSTEE OF LEWIS WHARF REAL PROPERTY TRUST, both having an address c/o The Gunwyn Company, 47 Thorndike Street, East Cambridge, Massachusetts 02141 (together with its successors, assigns and legal representatives, the "Applicant"). The Authority and the Applicant are hereinafter sometimes referred to collectively herein as the "parties".

WHEREAS, the Applicant proposes the construction of approximately 248,400 gross square feet of new development, including two (2) five story hotel buildings, an underground parking facility for approximately 570 cars, an accessory pool structure and marina (the "Project") on the parcel bounded generally by Commercial Street, Eastern Avenue, the Lewis Wharf Granite Building and the Pilot House (the "Project Site"); and

WHEREAS, the Project Site is to be comprised of a parcel containing approximately 406,000 square feet of land and water owned by the Applicant, as more particularly described in Exhibit

A attached hereto and by this reference incorporated herein, and as shown on the Site Plan attached as Exhibit B hereto; and

WHEREAS, the Project constitutes a Development Impact Project as defined in Section 26A-2(1) of Article 26A of the Boston Zoning Code (as in existence as of the date hereof, the "Code") and Section 26B-2(1) of Article 26B of the Code; and

WHEREAS, the Neighborhood Housing Trust referenced in Article 26A of the Code (the "Housing Trust") was created by Declaration of Trust dated November 19, 1985, pursuant to an Ordinance Establishing The Neighborhood Housing Trust, passed by the Boston City Council on May 21, 1986 and approved by the Mayor of the City of Boston on June 6, 1986; and

WHEREAS, the Neighborhood Jobs Trust referenced in Article 26B of the Code (the "Jobs Trust") was created by Declaration of Trust dated November 19, 1985, pursuant to an Ordinance Establishing The Neighborhood Jobs Trust passed by the Boston City Council on August 19, 1987 and approved by the Mayor of the City of Boston on September 8, 1987;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I DEVELOPMENT IMPACT PROJECT PLAN

1.1 Development Impact Project Plan. The Applicant has submitted to the Authority a Development Impact Project Plan for the Project (hereinafter, the "Plan") in accordance with the requirements of Section 26A-3 of Article 26A and Section 26B-3 of

Article 26B of the Code. A copy of the Plan is attached hereto as Exhibit C and by this reference incorporated herein.

The Plan was approved by vote of the Authority on _____, 1990 after a public hearing held on November 29, 1990, notice of which was published in the Boston Herald on November 23, 1990.

The Applicant will proceed with the planning and design for the Project in accordance with the Plan and in accordance with the Final Project Impact Report, both as approved by the Authority for the Project.

ARTICLE II LINKAGE PAYMENT

2.1 Linkage Payment. The Applicant shall make a Development Impact Project Contribution, as such term is defined in Section 26A-2(3) of Article 26A of the Code (hereinafter, the "Linkage Payment") in accordance with the provisions of this Agreement.

The Applicant's obligation to make the Linkage Payment shall be satisfied at Applicant's option either (a) by contributing to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, in accordance with the provisions of Section 2.2 of this Agreement (the "Housing Creation Option"); or (b) by making payments to the Collector-Treasurer of the City of Boston, as managing trustee of the Housing Trust, in accordance with the provisions of Section 2.3 of this Agreement (the "Housing Payment Option"), or (c) by a combination of both the Housing Creation Option and the Housing Payment Option, in accordance with the provisions of Section 2.4 of this Agreement.

2.2 Housing Creation Option.

(a) Housing Construction or Housing Creation Payment.

In the event the Applicant desires to satisfy its obligation to make all or a portion of the Linkage Payment by a contribution to the creation of housing units for occupancy exclusively by low and moderate income residents of the City of Boston, the Applicant shall submit a proposal in writing to the Authority on or before the Payment Date (as such term is defined in Section 2.9 hereof). The Applicant may propose to satisfy the Housing Creation Option by causing such units to be constructed (the "Housing Construction"), or by making a contribution to the Authority for the creation of such units (the "Housing Creation Payment").

(b) Housing Construction. In the event the Applicant proposes to satisfy the Housing Creation Option by effecting the Housing Construction, the Applicant's proposal (the "Proposal for Housing Construction") shall include a description of the number, location, cost and design of the housing units to be constructed. The Proposal for Housing Construction shall comply with the requirements of the Housing Creation Regulations promulgated by the Authority on April 17, 1986 pursuant to Articles 26 and 26A of the Boston Zoning Code (the "Housing Creation Regulations"), and shall be subject to the approval of the Authority, after public notice and hearing. The Authority shall not unreasonably withhold or delay its approval, nor make its approval contingent upon or in any way to require, directly or indirectly, the payment of any additional fees or charges. The Proposal for Housing Construction, approved in accordance with the Housing Creation

Regulations, shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26A-1(3)(a) of Article 26A of the Boston Zoning Code. The Applicant shall comply with all requirements of the Housing Creation Regulations in performing its Linkage Payment obligations pursuant to the approved Proposal for Housing Construction.

(c) Housing Creation Payment In the event the Applicant proposes to satisfy the Housing Creation Option by making the Housing Creation Payment, the Applicant's proposal shall set forth the Housing Creation Payment to be made in accordance with Sections 2.2(d)-(g) hereof. Subject to the approval of such proposal by the Authority (which approval shall not be unreasonably withheld or delayed, nor made contingent upon or in any way to require, directly or indirectly, the payment of any fee or charge), the Applicant shall perform the Housing Creation Option by making the payment described in the above-described proposal. Such payment shall satisfy the provisions of the Housing Creation Exaction set forth in Section 26A-1(3)(a) of Article 26A of the Boston Zoning Code.

(d) Amount of Housing Creation Payment. Under the Housing Creation Payment option, the Applicant shall contribute to the Authority a Housing Creation Payment in an amount equal to the Net Present Value (hereinafter defined) of the total Linkage Payment for the Project which would otherwise be paid under the Housing Payment Option in seven (7) equal annual installments in accordance with Section 26A-2(3)(b) of the Code (determined in accordance with the provisions of Section 2.6 hereof). The Net

Present Value shall be calculated as of, and shall be due and payable on, the Payment Date (as defined in Section 2.9 hereof). For purposes of this Agreement, "Net Present Value" shall mean the value of an amount of money equal to the sum of all payments, discounted from the Payment Date through the date on which the final installment under the Housing Payment Option would have been due, which would have been made by the Applicant had the Applicant elected to satisfy its obligations under Article 26A of the Code to make a Linkage Payment by performing the Housing Payment Option, and shall be determined by applying the Composite Discount Rate (hereinafter defined) to the payments that the Applicant would have made under the Housing Payment Option. The Composite Discount Rate shall be equal to the sum of (i) fifty percent (50%) of the Applicant's verified cost of funds for the construction of the Project and (ii) fifty percent (50%) of the then current (or most recently published) yield on ten-year municipal bonds issued by the City of Boston.

(e) Late Payments. In the event the Housing Creation Payment is not made within fifteen (15) days of written notice from the Authority to the Applicant that such Housing Creation payment was not made timely, the Applicant shall pay interest thereon at the rate of one and one-half percent (1.5%) per month, commencing on the date when payment should have been received by the Authority and ending on the date on which the Authority receives payment.

(f) Approval of Housing Creation Option. In the event the Applicant shall secure the approval of its election to perform

the Housing Creation Payment option from the Authority after having made payments to the Authority in accordance with Section 2.2(c) hereof, (i) the aggregate amount of such payments shall be credited against the amount of the Housing Creation Payment due under this Section 2.2, and (ii) notwithstanding any provision to the contrary contained herein, the Applicant shall have at least thirty (30) days to deliver the then outstanding balance of the Housing Creation Payment to the Authority. Upon receipt of the outstanding balance of the Housing Creation Payment, the Authority shall deliver to the Applicant any letter of credit previously issued on behalf of the Applicant.

2.3 Housing Payment Option.

(a) Linkage Payment under Housing Payment Option. The Applicant shall fulfill the Housing Payment Option by making a contribution to the Collector-Treasurer of the City of Boston (the "Collector-Treasurer"), as managing trustee of the Housing Trust, in seven (7) equal annual installments. The first installment shall be paid by or on the Payment Date (as defined in Section 2.9 hereof), and succeeding installments shall be paid without interest by or on each of the six (6) next following calendar anniversaries of the Payment Date.

(b) Amount of Linkage Payment under Housing Payment Option. The Linkage Payment shall be in an amount calculated in accordance with the provisions of Section 2.6.

(c) Late Payment. In the event any Linkage Payment installment is not made within fifteen (15) days of written notice from the Authority to the Applicant that such Linkage Payment was

not made timely, the Applicant shall pay interest thereon at the rate of one and one-half percent (1.5%) per month, commencing on the date when payment should have been received by the Collector-Treasurer and ending on the date on which the Collector-Treasurer receives payment.

(d) Letter of Credit. If the Applicant satisfies its obligation to make the Linkage Payment by fulfilling the Housing Payment Option or a combination which includes the Housing Payment Option, or has not secured the approval of the Authority of its election to perform the Housing Creation Option by the Payment Date, the Applicant shall deliver to the Authority within thirty (30) days of the Payment Date an assignable letter (or letters) of credit for the benefit of the Housing Trust or a guarantee acceptable to the Authority (the "Letter of Credit") in an amount equal to (x) the total Linkage Payment due, less (y) the amount of the first annual installment paid by or on the Payment Date. Such Letter of Credit shall be reduced annually by the amount of the annual installments actually made.

(i) The Letter of Credit shall remain in full force and effect until the entire Linkage Payment shall have been paid (it being agreed and understood that the Letter of Credit may, subject to the terms hereof, have an expiration date earlier than the expiration of the six-year period during which the Applicant's obligations under the Housing Payment Option would remain outstanding, so long as such Letter of Credit authorizes the Authority to draw upon it if not replaced or extended at least thirty (30) days prior to

its expiration date), provided however that the Authority shall give Applicant written notice of its intention to make such a draw at least five (5) days prior to any such draw. The Letter of Credit shall be for a period of not less than one (1) year. In the event that any installment due hereunder remains outstanding as of the date thirty (30) days before the expiration of such Letter of Credit, such Letter of Credit shall, at least thirty (30) days before such expiration, be extended or replaced with a substitute Letter of Credit with a term of not less than one (1) year.

(ii) The Letter of Credit shall provide that it is payable upon presentation to the issuer of a certified statement by the Director of the Authority or by the Collector-Treasurer stating that (A) a payment obligation secured by the Letter of Credit has not been timely satisfied or (B) the Letter of Credit, as the same may have been extended, has not been extended (or further extended, as the case may be) prior to thirty (30) days before its expiration, as required by the terms of this Agreement.

(iii) The Applicant may reduce the amount of the Letter of Credit by the amount of such payment. In connection with the foregoing, the Authority agrees to take all actions which may be necessary or appropriate to enable the Applicant to implement such reduction, including without limitation providing its written consent to any amendment to the Letter of Credit or exchanging the Letter of Credit for

subsurface work undertaken in connection therewith), and shall not refer to any building or other permits or approvals issued in connection with the demolition of any structures (or portions thereof) now existing on the Project Site, or the conducting of borings, soils investigations or other similar activities, or any work undertaken in connection with any aspect of the Project.

2.10 Non-Accrual of Linkage Payment. In the event that (a) a building permit is not granted for the Project, as a result of the Applicant's abandonment of the Project or for any other reason, or (b) the Project is abandoned after a building permit has been obtained but prior to the commencement of significant construction thereunder (significant intending not to include any excavation, foundation or subsurface work or permits issued therefor), the Applicant shall have no responsibility for the payment of any portion of the Linkage Payment due under the terms of this Agreement or the performance of any obligations to be performed by the Applicant hereunder. In the event that a building permit issued for the Project is revoked, or lapses and is not subsequently renewed, after commencement of significant construction under the full building permit, as a result of the Applicant's abandonment of the Project or for any other reason, the Applicant shall have no responsibility for the payment of any portion of the Linkage Payment which under the terms of this Agreement is not yet due and payable as of the date of such revocation or lapse, nor any further responsibility for the performance of any obligations to be performed by the Applicant hereunder.

2.11 Credit Towards Linkage Payment. If the City of Boston should hereafter impose, assess or levy any excise, tax or the like upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes similar or substantially the same as the purposes recited in Section 26A-1 of Article 26A of the Code, the amounts payable hereunder by the Applicant shall be credited against such tax, excise, or the like; provided, however, that if such a credit shall not be legally permissible to satisfy the payment of such tax, excise or the like, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax, excise or the like, thereupon cease and thereafter be of no further force or effect.

2.12 Assignment of Linkage Payment. The Applicant and the Authority acknowledge and agree that the Housing Trust and/or the Authority may, at any time while any obligations of the Applicant under Article 26A of the Code remain outstanding, and subject only to the final two sentences of this Section 2.12, assign and convey all of its right, title and interest in and to any of the then remaining annual installments of the Linkage Payment payable by the Applicant. In the event that the Housing Trust and/or the Authority assigns and conveys all of its right, title and interest in and to any of the remaining annual installments of the Linkage Payment, the parties hereto agree to execute any documents reasonably required by the other to evidence such assignment (provided however that none of the obligations of the Applicant hereunder are increased or enhanced), and thereafter the Applicant

shall pay the assigned annual installments of the Linkage Payment to the assignee. The Housing Trust and the Authority shall deliver to the Applicant an acknowledged statement, acknowledging that upon payment of all the assigned annual installments of the Linkage Payment to such assignee, the Applicant shall have satisfied its obligations under Article 26A of the Code to make the Linkage Payment and shall have no further obligation to either the Authority or the Housing Trust (or, if less than all of the then remaining annual installments shall have been so assigned, setting forth the total amount of the Applicant's obligations to make the Linkage Payment that will remain outstanding after such payments shall have been made to the assignee). The Authority and the Housing Trust shall deliver such statement to the Applicant with the notice of any assignment hereunder.

ARTICLE III JOBS CONTRIBUTION GRANT

3.1 Jobs Payment. The Applicant shall make a Jobs Contribution Grant, as such term is defined in Section 26B-2(3) of Article 26B of the Code (hereinafter, the "Jobs Payment"), in accordance with the provisions of this Agreement.

The Jobs Payment shall be made to the Collector-Treasurer as custodian, pending acceptance of such payments for the Jobs Trust by the City. The Authority hereby agrees that delivery of such payments to the Collector-Treasurer shall constitute full satisfaction of the Applicant's obligation to make the Jobs payment.

3.2 Jobs Payment Date. The Jobs Payment shall be made in two (2) equal annual installments. The first installment of the Jobs Payment shall be due and payable upon the Payment Date. The remaining installment shall be due and payable without interest on the first calendar anniversary of the Payment Date.

In the event any Jobs Payment installment is not made within fifteen (15) days of the receipt of written notice from the Authority to the Applicant that such installment was not made timely, the Applicant shall pay interest thereon at the rate of one and one-half percent (1.5%) per month, commencing on the date when payment should have been received by the Collector-Treasurer and ending on the date on which the Collector-Treasurer receives payment.

3.3 Calculation of Jobs Payment. The parties hereby acknowledge that the Project will include certain uses enumerated in Table E of Section 26B-3 of Article 26B of the Code (collectively, the "Table E Uses"). A copy of Table E is attached hereto as Exhibit E.

Although it is anticipated that the aggregate gross floor area of the Project devoted to one or more Table E Uses, as calculated by the Project Architect (identified in the Plan) in accordance with the Code, will exceed One Hundred Thousand (100,000) gross square feet, the actual aggregate gross floor area of the building to be devoted to such Uses has not yet been finally established. However, based upon the schematic drawings for the Project submitted to the Authority as of the date hereof,

the aggregate gross floor area devoted to such uses will approximate a total of 248,400 square feet.

The total amount of the Jobs Payment, calculated at the rate of \$1.00 for each square foot of gross floor area devoted to one or more Table E Uses in excess of One Hundred Thousand (100,000) square feet, will approximate \$148,400.

3.4 Adjustment to Reflect Actual Area. The parties hereto acknowledge that the amount of the Jobs Payment as calculated above is based upon gross floor areas as estimated in the Plan. If the actual aggregate gross floor area devoted to one or more Table E Uses, as certified by the Project Architect (as identified in the Plan), differs from the above-stated estimate, the Applicant shall adjust the amount of the Jobs Payment in accordance with Article 26B of the Code to reflect the actual aggregate gross floor area devoted to one or more Table E Uses.

3.5 No Modification to Formula. The Authority hereby agrees that, subject only to the adjustment provisions contained in Section 3.4 of this Agreement, any change after the date of approval of the Plan by the Authority's Board in (a) the formula for the calculation of the Jobs Payment as set forth in Section 26B-3(1) of Article 26B of the Code or any other regulation or procedure relating to the Jobs Payment promulgated or followed by the Authority, or (b) the definition of "gross floor area" from that set forth in Section 2-1(21) of Article 2 of the Code, shall not in any way affect the Jobs Payment due and payable by the Applicant as determined in accordance with Section 3.3 of this Agreement.

3.6 Non-Accrual of Jobs Payment. In the event that (a) a building permit is not granted for the Project, as a result of the Applicant's abandonment of the Project or for any other reason, or (b) the Project is abandoned after a building permit has been obtained but prior to the commencement of significant construction thereunder, (such term having been previously defined herein), the Applicant shall have no responsibility for the payment of any portion of the Jobs Payment due under the terms of this Agreement or the performance of any obligations to be performed by the Applicant hereunder. In the event that a building permit issued for the Project is revoked, or lapses and is not subsequently renewed, after commencement of significant construction under the initial building permit, as a result of the Applicant's abandonment of the Project or for any other reason, the Applicant shall have no responsibility for the payment of any portion of the Jobs Payment which under the terms of this Agreement is not yet due and payable as of the date of such revocation or lapse, nor any further responsibility for the performance of any obligations to be performed by the Applicant hereunder.

3.7 Credit Toward Jobs Payment. If the City of Boston should hereafter impose, assess, or levy any excise, tax or the like upon the Project, the proceeds of which are dedicated, in whole or in part, to the establishment of a fund for purposes similar or substantially the same as the purposes recited in Section 26B-1 of Article 26B of the Code, the amounts payable hereunder by the Applicant shall be credited against such tax, excise or the like; provided, however, that if such a credit shall

not be legally permissible to satisfy payment of such tax, excise or the like, the obligations of the Applicant hereunder shall, to the extent of the amount of such tax, excise or the like, thereupon cease and be of no further force or effect.

ARTICLE IV RESIDENT CONSTRUCTION EMPLOYMENT PLAN

4.1 Boston Residents Construction Employment Standards. In connection with the Project, the Applicant shall execute a Boston Residents Construction Employment Plan (the "Employment Plan"), consistent with the requirements of the Boston Residents Jobs Policy established by Chapter 30 of the Ordinances of 1983 and the Mayor's Executive Order Extending the Boston Residents Job Policy dated July 12, 1985, which shall detail the Applicant's plans to use good faith efforts to ensure that its general contractor, and those engaged by such general contractor for construction of the Project, on a craft by craft basis, shall use good faith efforts to meet the following Boston Residents Construction Employment Standards (a) at least fifty percent (50%) of the total employee worker hours in each trade shall be by bona fide Boston residents; (b) at least twenty-five percent (25%) of the total employee worker hours in each trade shall be by minorities; and (c) at least ten percent (10%) of the total employee worker hours in each trade shall be by women. "Worker hours" shall be defined in the Employment Plan to include on-the-job training and apprenticeship positions.

ARTICLE V EMPLOYMENT OPPORTUNITY PLAN

5.1 Employment Opportunity. The Applicant shall also execute a Memorandum of Understanding and a First Source Agreement with the Mayor's Office of Job and Community Services in connection with the Project. The Memorandum of Understanding shall set forth an Employment Opportunity Plan representing the Applicant's good faith effort to provide that fifty percent (50%) of certain employment opportunities created by the Project will be made available to Boston residents. The First Source Agreement with the Mayor's Office of Job and Community Services shall provide for the Applicant to use the services of the Private Industry Council-sponsored "Boston for Boston" placement office employment referral before embarking on a general recruitment effort to fill entry-level positions within the Project.

ARTICLE VI LIABILITY

6.1 Scope of Applicant's Liability. In the event the Project is abandoned, the Applicant shall, promptly after such abandonment, file with the Authority an affidavit stating that the Project has been abandoned and the date of such abandonment. This Agreement is expressly made subject to the provisions of Section 18 of the Cooperation Agreement between the Authority and the Applicant, which provisions are incorporated by reference herein. If the satisfaction of any claim or the collection of a judgment or other judicial process against the Applicant or its successors and assigns in connection with the Project requires the payment of money, the Authority agrees that no trustee, no beneficiary and no general or limited partner of the Applicant shall be personally

liable for the obligations of the Applicant hereunder, and the Authority further agrees to look solely to the interest of the Applicant or its successors and assigns in and to the Project and/or the Project Site, as the case may be, for such satisfaction or collection.

No holder of a mortgage deed of trust or other similar instrument on the Project, the Project Site, or any portion thereof, as the case may be, shall be liable to perform, or be liable in damages for any failure to perform, any of the obligations of the Applicant. In the event that such holder shall have acquired title to the Project and/or the Project Site, as the case may be, by foreclosure or deed or assignment in lieu of foreclosure, the liability of such holder shall be limited to the amount of its interest in and to the Project and/or the Project Site, as the case may be.

6.2 Personal Liability. Neither the Applicant nor any successor or assign of the Applicant, nor any trustee, beneficiary, partner, stockholder, manager, officer, director, agent or employee of the Applicant or any such successor or assign (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project. This Section 6.2 shall not prohibit or limit an action seeking injunction or similar relief or remedy.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 Amendments; Law to be Applied. If the parties hereto agree hereafter to amend this Agreement, such amendment shall be in writing and executed by the parties hereto unless otherwise explicitly set forth herein.

This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, and sets forth the entire agreement between the parties. This Agreement is binding and enforceable under contract law upon, and inures to the benefit of, the parties, their successors, assigns, and legal representatives (including, without limitation, any successor owner or owners of the improvements), the Housing Trust and the Jobs Trust, and shall not be affected by any subsequent amendment or repeal of Article 26A or Article 26B of the Code or by any court decision or agreement having the effect of an amendment or repeal of Article 26A or Article 26B of the Code.

7.2 Capitalized Terms. The capitalized terms used herein without definition shall have the meanings ascribed to them in Article 2 or Article 26A or Article 26B of the Code as in existence on the date hereof, unless otherwise provided.

7.3 Compliance with Development Impact Project Plan. The Authority hereby acknowledges approval of the Plan, as voted by the Authority on _____. The Applicant hereby agrees that the Project shall be constructed in accordance with the Plan (it being agreed and understood that nothing contained herein shall impose an affirmative obligation on the Applicant to construct the Project).

7.4 Knowledge of Laws. The Applicant shall at all times observe and comply with all laws, ordinances, orders and regulations affecting the Project (collectively, the "laws and ordinances") and shall protect and indemnify the City of Boston and the Authority, its officers, agents and employees against any claim or liability arising from or based upon the violations of such laws and ordinances caused by any negligent act or omission of the Applicant, its agents or employees.

7.5 Notice. Any notice required under this Agreement shall be in writing, signed by a duly-authorized officer or representative of the party giving such notice, and shall be delivered by hand or by recognized overnight delivery service, or mailed postage prepaid, by certified or registered mail, return receipt requested, to the parties at the following addresses (or such other address as a party hereto may have specified to the other by notice as herein provided):

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

with a copy to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: The Gunwyn Company
47 Thorndike Street
East Cambridge, MA 02141
Attn: Peter E. Madsen

and with a copy to: Rubin and Rudman
50 Rowes Wharf
Boston, MA 02110
Attention: Charles J. Speleotis, Esq.

A notice shall be deemed to have been given on the earlier of (a) the date received, or (b) the date of delivery, refusal or non-delivery indicated on the return receipt.

7.6 Satisfaction of Development Impact Project Requirements.

The Authority hereby acknowledges that, by executing this Agreement, the Applicant has satisfied the requirements of Section 26A-3(2) of Article 26A and Section 26B-3(1) of Article 26B of the Code, insofar as the satisfaction of the requirements of those Sections is a precondition to the granting, allowing or adopting of a variance, conditional use permit, exception or zoning map or text amendment with respect to the Applicant's development of the Project Site.

7.7 Headings. The headings to this Agreement and its articles and sections are intended solely to facilitate reading and referencing its provisions. Such headings shall not affect the meaning or interpretation of this Agreement.

7.8 Severability. Each and every agreement contained in this Agreement shall be construed to be a separate and independent agreement. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable. The remainder of this Agreement or the application of such terms to persons or circumstances other than those as to which it is involved or unenforceable shall not be affected thereby and each other term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as an instrument under seal and in their behalf by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment Authority

By: Stephen Coyle, Director

GUNWYN/LEWIS WHARF LIMITED
PARTNERSHIP

By: Gunwyn/Lewis Wharf
Development Corporation
Its General Partner

LEWIS WHARF REAL PROPERTY TRUST

By: Peter E. Madsen, Trustee
and not individually

EXHIBIT A

Lewis Wharf - Boston, Mass.
Total Perimeter (Lots B, I, J, L)

Beginning at a point on the easterly line of Atlantic Ave. (100' wide - public way), said point being 63.85' southerly from the southwesterly corner of Eastern Ave. and Atlantic Ave.;

thence running S 81° 56' 59" E a distance of 201.17 feet to a point;

thence turning and running S 7° 50' 10" W a distance of 50.00 feet to a point;

thence turning and running S 84° 23' 31" E a distance of 122.86 feet to a point;

thence turning and running N 7° 28' 49" E a distance of 45.16 feet to a point;

thence turning and running S 85° 21' 46" E a distance of 61.76 feet to a point;

thence turning and running N 5° 40' 16" E a distance of 6.88 feet to a point;

thence turning and running S 86° 55' 26" E a distance of 542.26 feet to a point;

said point lying on the state harbor line and U.S. Pier & Bulkhead line;

thence turning and running along the said harbor line by the following two courses:

S 21° 06' 34" E a distance of 110.64 feet and

S 1° 55' 13" E a distance of 281.13 feet to a point;

thence turning and running S 73° 15' 24" W a distance of 503.19 feet to a point;

thence turning and running N 68° 50' 39" W a distance of 437.82 feet to a point;

thence turning and running N 20° 00' 16" E a distance of 148.19 feet to a point;

thence turning and running N 73° 30' 23" W a distance of 128.88 feet to a point on the easterly line of said Atlantic Ave;

thence turning and running along the said easterly line of Atlantic Ave. N 2° 15' 06" W a distance of 25.34 feet to a point;

thence turning and running S 73° 30' 23" E a distance of 378.35 feet to a point;

thence turning and running N 16° 31' 00" E a distance of 95.17 feet to a point;

thence turning and running N 73° 28' 53" W a distance of 410.75 feet to a point on the said easterly line of Atlantic Ave.;

thence turning and running along the said easterly line of Atlantic Ave. N 2° 15' 06" W a distance of 141.67 feet to the point of beginning.

The above described parcel contains 393,132 square feet (9.025 acres) and is subject to the following easements:

- A 10 foot wide gas easement
- An 8.5 foot wide pedestrian easement
- An 8 foot wide pedestrian easement
- A 20 foot wide pedestrian and vehicular easement
- and a 27 foot wide access easement.

All of which is shown on a plan by Harry R. Feldman, Inc. entitled Topographic Plan of Land "Lewis Wharf", Boston, Mass. dated April 29, 1988 and revised to October 29, 1989.

TABLE D: Development Impact Uses

<u>Use</u>	<u>Use Item Numbers</u>
Office	39, 39A, 40, 41, 42
Retail Business and Service	30, 31, 32, 34, 34A, 35, 36, 36A, 37, 37A, 38, 38A, 43, 44, 45, 46, 47, 48, 49, 60, 60A, 61
Institutional and Educational	16, 16A, 18, 19, 20, 20A, 21, 22, 22A, 23, 24, 29
Hotel and Motel, but not including Apartment Hotel	15

one or more substitute letters of credit having the reduced principal amount.

2.4 Combination of Options. If the Applicant elects to fulfill its obligation to make the Linkage Payment by a combination of the Housing Creation Option and the Housing Payment Option, the Applicant shall notify the Authority of such election not later than sixty (60) days prior to the Payment Date and shall submit to the Authority a proposal outlining the proposed form of the contribution at the time such notification is given. If such proposal is approved in writing by the Authority (which approval shall not be unreasonably withheld or delayed, nor made contingent upon or in any way to require, directly or indirectly, the payment of any fee or charge by the Applicant or any transferee or assignee), the Applicant shall have the right to make the Linkage Payment in accordance with the terms of the proposal.

2.5 Conversion to Housing Creation Option. If, after having elected the Housing Payment Option or a combination of the Housing Payment and Housing Creation Options, but before having paid all of the installments due thereunder, the Applicant shall desire to elect the Housing Creation Option, the Applicant shall submit a written proposal of its conversion to such Option to the Authority. If such proposal is approved in writing by the Authority (which approval shall not be unreasonably withheld or delayed, nor made contingent upon or in any way to require, directly or indirectly, the payment of any fee or charge), the Applicant shall have the right to satisfy its Linkage Payment obligations in accordance with the terms of the proposal. Such approved proposal, if duly

performed by the Applicant, shall satisfy the obligation of the Applicant to make any remaining installment payments due under the originally-elected Option and shall satisfy the Applicant's Linkage Payment obligations and, accordingly, the Authority shall immediately release any letters of credit it is holding to the Applicant.

2.6 Calculation of Linkage Payment. The parties hereto acknowledge that the Project will include certain uses enumerated in Table D of Article 26A of the Code (collectively, the "Table D Uses"), including, without limitation, hotel, ancillary office, restaurants and conference rooms and retail uses. A copy of Table D is attached hereto as Exhibit D.

Although it is anticipated that the aggregate gross floor area of the Project devoted to one or more Table D Uses, as calculated by the Project Architect (identified in the Plan) in accordance with the Code, will exceed One Hundred Thousand (100,000) gross square feet, the actual aggregate gross floor area of the building to be devoted to such uses has not yet been finally established. However, based upon the schematic drawings for the Project submitted to the Authority as of the date hereof, the aggregate gross floor area devoted to such uses will approximate a total of 248,400 square feet.

The total amount of the Linkage Payment, calculated at the rate of \$5.00 for each square foot of gross floor area devoted to one or more Table D Uses in excess of One Hundred Thousand (100,000) gross square feet, will approximate a total of \$742,000.

2.7 Final Adjustment to Reflect Actual Area. The parties hereto acknowledge that the amount of the Linkage Payment as calculated above is based upon gross floor areas as estimated in the Plan. If the final aggregate gross floor area devoted to one or more Table D Uses, as certified by the Project Architect (as identified in the Plan), differs from the above-stated estimate, the Applicant shall adjust the amount of the Linkage Payment in accordance with Article 26A of the Code to reflect the actual aggregate gross floor area devoted to one or more Table D Uses.

2.8 No Modification to Formula. The Authority hereby agrees that, subject only to the adjustment provisions contained in Section 2.7 of this Agreement, any change after the date of approval of the Plan by the Authority's Board (a) in the formula for the calculation of the Linkage Payment as set forth in Section 26A-3(2) of Article 26A of the Code, or in any other regulation or procedure relating to the Linkage payment promulgated or followed by the Authority, or (b) in the definition of "gross floor area" from that set forth in Section 2-1(21) of Article 2 of the Code as of the date hereof, shall not in any way affect the Linkage Payment due and payable by the Applicant.

2.9 Payment Date. The Payment Date shall be the date on which the full building permit (hereinafter defined) is issued for the Project. For purposes of this Agreement, the "full building permit for the Project" shall be deemed to refer to the first building permit issued in connection with construction of the hotel buildings described in the Plan (excluding, by way of example but not of limitation, any excavation, foundation or other

TABLE E: Development Impact Uses

<u>Use</u>	<u>Use Item Numbers</u>
Office	39, 39A, 40, 41, 42
Retail Business and Service	30, 31, 32, 34, 34A, 35, 36, 36A, 37, 37A, 38, 38A, 43, 44, 45, 46, 47, 48, 49, 60, 60A, 61
Institutional and Educational	16, 16A, 18, 19, 20, 20A, 21, 22, 22A, 23, 24, 29
Hotel and Motel, but not including Apartment Hotel	15

COOPERATION AGREEMENT
FOR
LEWIS WHARF DEVELOPMENT

This COOPERATION AGREEMENT (the "Agreement") is made as of the ____ day of November, 1990 between the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate, created pursuant to Chapter 121B of the Massachusetts General Laws, as amended, with offices at One City Hall Plaza, Boston, Massachusetts 02201 (the "Authority") and GUNWYN/LEWIS WHARF LIMITED PARTNERSHIP, a Massachusetts limited partnership, the general partners of which are Graham Gund and Gunwyn Development Corporation and PETER E. MADSEN, TRUSTEE OF LEWIS WHARF REAL PROPERTY TRUST, both having an address c/o The Gunwyn Company, 47 Thorndike Street, East Cambridge, Massachusetts 02141 (the "Applicant"). The Authority and the Applicant are sometimes hereinafter referred to as the "parties."

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. THE PROJECT SITE. The Project Site contains approximately 406,000 square feet of land and water. The Applicant owns the entire Project Site which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, and is shown on the Site Plan attached hereto as Exhibit B.

2. DEVELOPMENT PLAN. The Project is described in the Development Impact Project Plan for the Project Site (the "Plan"), a copy of which is attached as Exhibit C. The Plan was

approved by vote of the Authority on _____ (the "Vote") after a public hearing held on November 29, 1990, notice of which was published in the Boston Herald on November 23, 1990. A certified copy of the Vote is attached hereto as Exhibit D.

The Plan provides for the construction of approximately 248,400 square feet of development, including two (2) five story hotel buildings, an underground parking facility for approximately 570 cars, an accessory pool structure and a recreational marina (the "Project").

The Applicant will proceed with planning and design for the Project and Project Site in accordance with the Plan and in accordance with the Final Project Impact Report, both as approved by the Authority for the Project.

3. FPIR. The Applicant is in the process of completing a development review in accordance with the requirements of Article 31 of the Code and the Scoping Determination issued by the Authority on July 2, 1990. The Final Project Impact Report ("FPIR") was submitted to the Authority on October 31, 1990 and notice thereof was published in the Boston Herald on November 3, 1990. The Authority issued its Preliminary Adequacy Determination on the DPIR in accordance with the provisions of Article 31 on July 2, 1990.

4. ARCHITECTURAL AGREEMENTS. The Applicant has engaged Graham Gund Architects (the "Project Architect") to provide the drawings and specifications for the Project and to furnish customary architect's services during construction.

5. DEVELOPMENT REVIEW PROCEDURES. The parties hereto agree that the design review process required by the Plan to be observed by the parties shall be as set forth in the Authority's "Development Review Procedures," dated 1985, as revised in 1986 (the "Development Review Procedures"). Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Development Review Procedures.

6. CONCEPTUAL DESIGN SUBMISSION. The Applicant has submitted to the Authority the plans listed on Exhibit C to the Plan to indicate the proposed conceptual design of the Project. In addition, the Applicant has submitted plans for the schematic design of the Project (the "Schematic Design") as required under the Development Review Procedures for the Schematic Design Submission. The plans listed on Exhibit C to the Plan and the Schematic Design Submission as approved by the Authority, are hereinafter referred to collectively as the "Project Plans." The parties hereto acknowledge and agree that formal approval of the Design Development Submission will be granted through the Adequacy Determination in accordance with the provisions of Article 31 of the Code. Upon approval of the Design Development Submission, the Applicant will make the Contract Documents Submission (as such terms are defined in the Development Review Procedures), in accordance with the requirements of the Development Review Procedures.

7. DESIGN REVIEW. The Authority (wherever approval of the Authority is required for design matters, action taken by the Authority's Director shall be deemed to be such approval by the

Authority) shall review the Design Development Submission, the Contract Document Submission and all other submissions required under the Development Review Procedures, and shall fulfill its obligations thereunder promptly and with all reasonable dispatch. The Authority shall notify the Applicant of its approval, conditional approval or disapproval of each submission within ten (10) business days after receipt by the Authority of such submission. In the event the Authority disapproves of a submission or conditions its approval, the Authority shall provide the Applicant with a written statement detailing its reasons for such disapproval or conditions, as the case may be, at the time it notifies the Applicant of such disapproval.

The Authority shall not condition its approval upon, or in any way require, directly or indirectly, the payment of any fee or charge.

If the Authority fails to notify the Applicant of its disapproval of such submission and to provide the Applicant with the written statement described above within three (3) days after receipt of notice from the Applicant that the ten-day approval period described above has lapsed, such submission shall be deemed to have been approved by the Authority.

The Authority shall have the right, in connection with its review of the Design Development Submission, the Contract Document Submission and any other submission by the Applicant, to waive any procedure or requirement of the Development Review Procedures which the Authority deems appropriate in order better to effect

the planning and design goals of the Development Review Procedures and the Authority.

Following approval of the Authority's Design Development Submission and Contract Documents Submission, the Authority shall, at the request of the Applicant, certify on every building permit application for the Project, and on every plan filed with the Inspectional Services Department, that the plans have been subject to design review and that they are consistent with the Plan for the Project, as required by the Code.

8. CONSTRUCTION REVIEW. The Authority acknowledges that: once the Contract Documents Submission and the Final Project Impact Report have been approved, the only further submissions required to be made by the Applicant to the Authority for review and approval under this Agreement and under the Development Review Procedures will be (a) addenda to the Contract Documents and (b) requests for change orders relating to the construction of elements of the Project or other items specified in the Project Plans which are subject to the Development Review Procedures and which materially differ from or were not sufficiently described in the Contract Documents. It is agreed and understood that refinements of details which are generally consistent with previously approved submissions shall not be subject to further review and approval by the Authority.

The Authority shall, within five (5) business days after receipt of a proposed addendum to a Contract Document or change order as described above, notify the Applicant of its approval, conditional approval, or disapproval thereof. In the event the

Authority disapproves of such proposed addendum or change order or conditions its approval, the Authority shall provide the Applicant with a written statement detailing its reasons for such disapproval or conditions, as the case may be, at the time it notifies the Applicant of such disapproval.

The Authority shall not condition its approval upon, or in any way require, directly or indirectly, the payment of any fee or charge.

If the Authority fails to notify the Applicant of its disapproval of such proposed addendum or change order, or to provide the Applicant with a detailed written summary of its reasons for such disapproval or conditions, as the case may be, within five (5) business days after receipt thereof, such addendum or change order, as the case may be, shall be deemed to have been approved by the Authority.

The Authority shall review all submissions required under this Section 9 promptly and with all reasonable dispatch.

The Authority shall have the right, in connection with its review of any submission required under this Section 9, to waive any procedures or requirements of the Development Review Procedures which the Authority deems appropriate in order better to effect the planning and design goals of the Development Review Procedures and the Authority.

9. PERMITS AND LICENSES. Throughout the permitting phase of the Project, the Authority shall, at the Applicant's request, meet with the Applicant to discuss with the Applicant the status of the Applicant's efforts to obtain from the appropriate

municipal, state and federal bodies and agencies, all permits, licenses, approvals, exceptions, conditional use permits, variances, special orders and other deviations from the strict application of the zoning and building codes and other applicable ordinances and statutes which may be necessary or appropriate in order to carry out the development of the Project in the most expeditious and reasonable manner. The Authority shall support Applicant's efforts to obtain any such licenses, approvals or deviations, provided however that all such efforts are substantially consistent with the approval Plan.

10. CONSTRUCTION OF THE PROJECT. The Authority shall, at any time after construction of the Project has commenced (as defined in that certain Development Impact Project Agreement between the Authority and the Applicant) and so long as work is diligently proceeding, file with the Building Commissioner of the City of Boston, within thirty (30) days of a request therefor by the Applicant, a certificate acknowledging that work within the Project Site has commenced and is diligently proceeding. Construction shall be deemed to be proceeding diligently so long as construction on the Project is proceeding in accordance with the Plan.

11. CONDITIONS TO COMPLETION. The Project shall be deemed completed when (a) the Applicant shall have substantially completed construction of the parking facility and the exteriors of all buildings comprising the Project, public lobbies and concourses, entrances, arcades, open spaces and/or other capital improvements required by the Authority and/or the Boston

Transportation Department to be undertaken to mitigate direct transportation impacts of the Project, all in accordance with approved construction documents, and (b) the foregoing Project elements shall all be substantially ready for occupancy, except for interior work to be performed to tenants specifications.

12. CERTIFICATE OF COMPLETION. Upon completion of the Project in accordance with the Plan, the Authority shall issue to the Applicant a Certificate of Completion, which shall be conclusive evidence that the Project has been completed in accordance with the approved Plan.

The Authority shall, within thirty (30) days after receipt of the Applicant's written request therefor, (a) issue a Certificate of Completion for the Project or any phase thereof, or, (b) if the Authority shall have determined that the Project or such phase has not been completed in accordance with the approved Plan, deliver to the Applicant the statement described in this Section 13.

If the Authority has determined that the Project or such phase has not been completed in accordance with the approved Plan and that the requested Certificate of Completion ought not be issued, the Authority shall, within such thirty-day period, provide the Applicant with a written statement indicating with specificity (x) in what respect the Applicant has failed to complete the Project or phase in accordance with the approved Plan or is otherwise in default of its obligations to the Authority, and (y) what measures or actions will be necessary for the Applicant to undertake or perform in order to comply with the Plan and obtain the Certificate of Completion. Upon compliance by the

Applicant with the requirements specified in such statement, the Authority shall issue the appropriate Certificate of Completion to the Applicant.

13. TRANSPORTATION. As part of the Project, the Applicant will enter into a Transportation Access Plan Agreement with the City of Boston Transportation Department to implement various transportation mitigation measures. These measures will include, but not limited to, implementation of the following transportation mitigation measures:

- Water-taxi stop and transient boat pick-up and drop-off dock.
- On-site dissemination of route and schedule information for commuter rail, rapid transit, bus, and water transportation services.
- On-site dissemination of ride-sharing information of Caravan for Commuters, Inc.
- On-site sale of MBTA passes.
- Coordination of a reserved space program for van and car pool parking.
- Contribution for capital improvements required by the Authority and/or the Boston Transportation Department to be undertaken to mitigate transportation impacts which are demonstrated to be solely and directly the result of the Project and/or its construction.

14. INFEASIBILITY TO PROCEED. If at any time after the date of execution hereof, the Applicant determines it has become infeasible to proceed with the whole or any portion of the Project

as described in the Plan, the Applicant shall have the right to cease development of and to abandon the Project. In the event of such abandonment, neither party hereto shall have any liability for the further performance of any obligation accruing after the date of such abandonment under this Agreement or any other agreement or instrument entered into between the Applicant and the Authority in connection with the Project, or delivered to the Authority by or on behalf of the Applicant, or issued by or on behalf of the Authority, including, without limitation, those documents listed on Exhibit E attached hereto and by this reference incorporated herein (collectively, the "Project Documents"). In the event the Project is abandoned, the Applicant shall, promptly upon such abandonment, file with the Authority an affidavit stating that the Project has been abandoned and the date of such abandonment.

15. ENFORCEABILITY. This Agreement sets forth the entire agreement between the parties hereto and shall be governed by the laws of the Commonwealth of Massachusetts. This Agreement is binding upon and enforceable against, and shall inure to the benefit of, the parties and their successors, assigns and legal representatives (including, without limitation, any successor owner or owners of the improvements and/or the Project Site). This Agreement is intended to be for the benefit of the parties described in the immediately preceding sentence only, and no other person or entity may seek enforcement of the terms hereof, regardless of whether such person or entity would enjoy a financial or other benefit from such enforcement.

If the satisfaction of any claim or the collection of a judgment or other judicial process against the Applicant or its successors and assigns in connection with the Project requires the payment of money, the Authority agrees to look solely to the interest of the Applicant or its successors and assigns in and to the Project and/or the Project Site, as the case may be, for such satisfaction or collection.

No holder of a mortgage, deed of trust or other similar instrument on the Project, the Project Site, or any portion thereof shall be liable to perform, or liable in damages for any failure to perform, any of the obligations of the Applicant. In the event that such holder shall have acquired title to the Project and/or the Project Site, as the case may be, by foreclosure or deed or assignment in lieu of foreclosure, the liability of such holder shall be limited to the amount of its interest in and to the Project and/or the Project Site, as the case may be.

Neither the Applicant nor any successor or assign of the Applicant, nor any trustee, beneficiary, general or limited partner, stockholder, manager, officer, director, agent or employee of the Applicant or any such successor or assign (including, without limitation, mortgagees) shall be personally or individually liable under this Agreement, nor shall it or they be answerable or liable in any equitable proceeding or order beyond the extent of its or their interest in the Project.

16. NOTICES. Any notice required under this Agreement shall be in writing and shall be delivered by hand or by recognized

overnight delivery service, or mailed by certified or registered mail, return receipt requested, to the parties at the following addresses (or such other address as a party hereto may have specified to the other by notice as herein provided):

Authority: Boston Redevelopment Authority
Director's Office
City Hall Square
Boston, MA 02201

with a copy to: Boston Redevelopment Authority
Chief General Counsel
City Hall Square
Boston, MA 02201

Applicant: The Gunwyn Company
47 Thorndike Street
East Cambridge, MA 02141
Attn: Mr. Peter E. Madsen

and with a copy to: Rubin and Rudman
50 Rowes Wharf
Boston, MA 02110
Attention: Charles J. Speleotis, Esq.

A notice shall be deemed to have been given on the earlier of (a) the date received, or (b) the date of delivery, refusal or non-delivery indicated on the return receipt.

17. BRA APPROVAL. Whenever the consent or approval of the Authority is required under this Agreement or any other Project Document, the Development Review Procedures, or otherwise in connection with the development of the Project or the Project Site, such consent or approval shall not be unreasonably withheld, or delayed, nor shall it be made contingent upon or made in any way to require, directly or indirectly, the payment of any fee or charge by the Applicant or any other interested party, and wherever there is a requirement that any thing, act or circumstance shall be satisfactory to the Authority or shall be

done and performed to the Authority's satisfaction or any other requirement of similar import, the Authority shall be subject to the standards of reasonableness and customary practice in determining the adequacy and sufficiency of the Applicant's performance.

Any request for approval made to the Authority by the Applicant where such approval will be deemed to have been granted if the Authority fails to respond within a specified period of time shall, as a condition to the effectiveness thereof, be prefaced with the following language printed in capital letters in boldface type:

"NOTICE

**THIS REQUEST FOR APPROVAL REQUIRES A PROMPT RESPONSE
FROM THE BOSTON REDEVELOPMENT AUTHORITY.
THE FAILURE OF THE BOSTON REDEVELOPMENT AUTHORITY TO RESPOND
WITHIN _____ BUSINESS DAYS SHALL RESULT
IN AN AUTOMATIC APPROVAL "**

18. BUILDING PERMIT:

Notwithstanding anything to the contrary contained herein, it is agreed and understood that all references in this Agreement to the "full building permit for the Project" shall be deemed to refer to the first building permit issued in connection with construction of the hotel buildings described in the Plan (excluding, by way of example but not of limitation, any excavation, foundation or other subsurface work undertaken in connection therewith), and shall not refer to any building or other permits or approvals issued in connection with the

demolition of any structures (or portions thereof) now existing on the Site (as defined in the Plan), or the conducting of borings, soils investigations or other similar activities.

19. SEVERABILITY. The terms and provisions set forth herein shall be construed as separate and independent obligations. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, and the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the undersigned have caused, this instrument to be executed as an instrument under seal by their respective officers thereunto duly authorized as of the day and year first above set forth.

Approved as to Form:

BOSTON REDEVELOPMENT AUTHORITY

Chief General Counsel
Boston Redevelopment
Authority

By: _____
Stephen Coyle, Director
Hereunto Duly Authorized

GUNWYN/LEWIS WHARF LIMITED
PARTNERSHIP

By: _____
Gunwyn/Lewis Wharf
Development Corporation
Its General Partner

LEWIS WHARF REAL PROPERTY TRUST

By:

Peter E. Madsen, Trustee
and not individually

EXHIBIT A

Lewis Wharf - Boston, Mass.
Total Perimeter (Lots B, I, J, L)

Beginning at a point on the easterly line of Atlantic Ave. (100' wide - public way), said point being 63.85' southerly from the southwesterly corner of Eastern Ave. and Atlantic Ave.;

thence running S 81° 56' 59" E a distance of 201.17 feet to a point;

thence turning and running S 7° 50' 10" W a distance of 50.00 feet to a point;

thence turning and running S 84° 23' 31" E a distance of 122.86 feet to a point;

thence turning and running N 7° 28' 49" E a distance of 45.16 feet to a point;

thence turning and running S 85° 21' 46" E a distance of 61.76 feet to a point;

thence turning and running N 5° 40' 16" E a distance of 6.88 feet to a point;

thence turning and running S 86° 55' 26" E a distance of 542.26 feet to a point;

said point lying on the state harbor line and U.S. Pier & Bulkhead line;

thence turning and running along the said harbor line by the following two courses:

S 21° 06' 34" E a distance of 110.64 feet and
S 1° 55' 13" E a distance of 281.13 feet to a point;

thence turning and running S 73° 15' 24" W a distance of 503.19 feet to a point;

thence turning and running N 68° 50' 39" W a distance of 437.82 feet to a point;

thence turning and running N 20° 00' 16" E a distance of 148.19 feet to a point;

thence turning and running N 73° 30' 23" W a distance of 128.88 feet to a point on the easterly line of said Atlantic Ave;

thence turning and running along the said easterly line of Atlantic Ave. N 2° 15' 06" W a distance of 25.34 feet to a point;

thence turning and running S 73° 30' 23" E a distance of 378.35 feet to a point;

thence turning and running N 16° 31' 00" E a distance of 95.17 feet to a point;

thence turning and running N 73° 28' 53" W a distance of 410.75 feet to a point on the said easterly line of Atlantic Ave.;

thence turning and running along the said easterly line of Atlantic Ave. N 2° 15' 06" W a distance of 141.67 feet to the point of beginning.

The above described parcel contains 393,132 square feet (9.025 acres) and is subject to the following easements:

- A 10 foot wide gas easement
- An 8.5 foot wide pedestrian easement
- An 8 foot wide pedestrian easement
- A 20 foot wide pedestrian and vehicular easement
- and a 27 foot wide access easement.

All of which is shown on a plan by Harry R. Feldman, Inc. entitled Topographic Plan of Land "Lewis Wharf", Boston, Mass. dated April 29, 1988 and revised to October 29, 1989.

EXHIBIT B - SITE PLAN

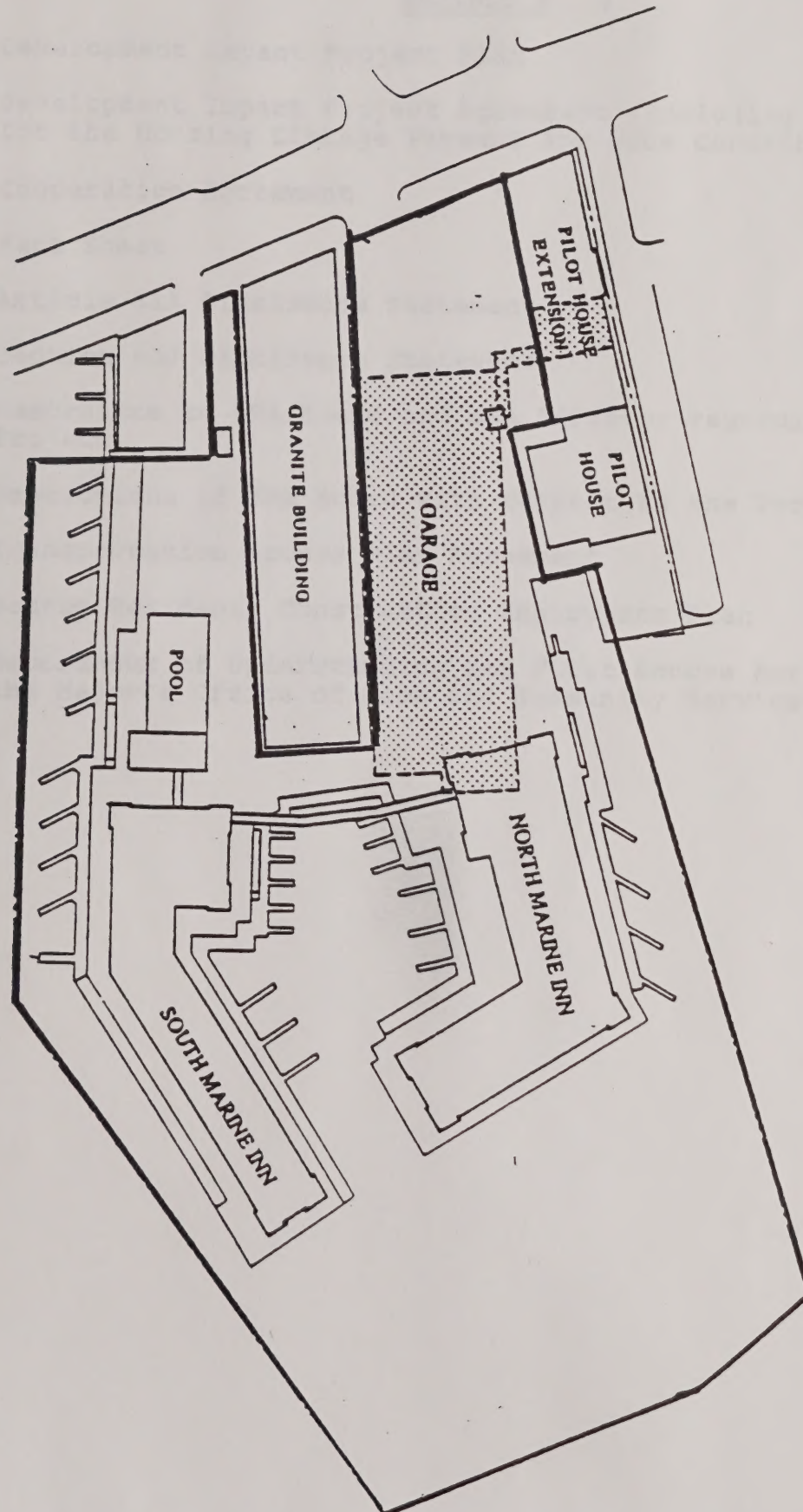


EXHIBIT E

1. Development Impact Project Plan
2. Development Impact Project Agreement (Including Provisions for the Housing Linkage Payment and Jobs Contribution Grant)
3. Cooperation Agreement
4. Fact Sheet
5. Article 31A Disclosure Statement
6. Section 40J Disclosure Statement
7. Memorandum to BRA Board and BRA Director regarding the Project
8. Resolutions of BRA Board with respect to the Project
9. Transportation Access Plan Agreement
10. Boston Residents Construction Employment Plan
11. Memorandum of Understanding and First Source Agreement with the Major's Office of Jobs and Community Services

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Disclosure Statement Concerning Beneficial Interests
Required by Article 31A of the Boston Zoning Code

- (1) Name of Project: Parcel B-3(A) of Downtown Waterfront-Faneuil Hall Urban Renewal Area
- (2) Location: Lot G on a plan recorded with Suffolk County Registry of Deeds in Book 9631, Page 331, 20 Eastern Avenue
- (3) Applicant: Gunwyn/Lewis Wharf Development Corporation
- (4) I hereby state, under the penalties of perjury, that the true names and addresses of all Persons who have a Beneficial Interest (including the amount of their Beneficial Interest accurate to within one-tenth of one percent if such interest exceeds one percent) in the above-listed property are listed below in compliance with the provisions of Article 31A of the Boston Zoning Code.

4.1 NAME AND RESIDENCE OF EACH PERSON
WITH SAID BENEFICIAL INTEREST

Percentage Items

- 4.2 Gunwyn/Lewis Wharf Development Corporation,
a Massachusetts Corporation
c/o The Gunwyn Company
47 Thorndike Street
East Cambridge, MA 02141

Peter E. Madsen
58 Chestnut Street
Boston, MA 02108,

5%

Graham Gund
25 Craig Street
Cambridge, MA 02138

95%

Contingent Interests

- 4.3 The following employees of The Gunwyn Company, 47 Thorndike Street, East Cambridge, MA 02141, may receive compensation based upon the success of the Project, whether in cash or in ownership interests in Gunwyn Lewis Wharf Development Corporation.

Richard Backer
Jan A. Brodie
Jonathan Haar
Virginia Jenks
Roslyn Watson

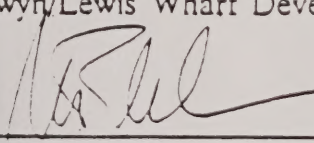
- (5) The undersigned also acknowledges and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.
- (6) I hereby state, under the penalties of perjury, that the names and addresses of all firms and professional corporations employing attorneys, real estate brokers, architects, engineers, planners, or surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to the application for Zoning Relief on the above listed property are listed below in compliance with the provisions of Article 31A of the Boston Zoning Code (without reference, however, to whether such entities or individuals received more or less than \$50,000 in compensation).
- 6.1 Sullivan & Worcester
One Post Office Square
Boston, MA 02019
- 6.2 Rubin & Rudman
50 Rowes Wharf
Boston, MA 02110
- 6.3 Graham Gund Architects, Inc.
47 Thorndike Street
East Cambridge, MA 02141

- 6.4 Fort Point Associates
M/V Chelsea
300 Congress Street
Boston, MA 02210
- 6.5 Cambridge Systematics, Inc.
222 Third Street
Cambridge, MA 02142
- 6.6 Ms. Candace Jenkins
Mr. Joseph Orfant
17 Slade Street
Belmont, MA 02178
- 6.7 Rowan, Williams Davies and Irwin
650 Woodlawn Road West
Guelph, Ontario, Canada N1K 1B8
- 6.8 Haley and Aldrich, Inc.
58 Charles Street
Cambridge, MA 02141
- 6.9 Cavanaugh Tocci Associates, Inc.
327 F Boston Post Road
Sudbury, MA 01776
- 6.10 LeMessurier Consultants, Inc.
1033 Massachusetts Avenue
Cambridge, MA 02238
- 6.11 Harry Feldman, Inc.
112 Shawmut Avenue
Boston, MA 02210
- 6.12 R.G. Vanderweil Engineers
266 Summer Street
Boston, MA 02210
- 6.13 Parsons Brinkerhoff Quade & Douglas, Inc.
120 Boylston Street
Boston, MA 02116

- 6.14 Child's Engineering Corp.
541 Main Street
Medfield, MA 02052
- 6.15 Policy and Management Associates, Inc.
48 Melrose Street
Boston, MA 02116
- 6.16 The Halvorson Company, Inc.
161 Massachusetts Avenue
Boston, MA 02115
- 6.17 HMM Associates, Inc.
196 Baker Avenue
Concord, MA 01742
- 6.18 TAMS
38 Chauncy Street
Boston, MA 02111

Signed under the penalties of perjury.

By: Gunwyn/Lewis Wharf Development Corporation

By: 

Its: President

Name Printed: Peter E. Madsen

Date: 11/06/90

Disclosure Statement Concerning Beneficial Interests
Required by Article 31A of the Boston Zoning Code

- (1) Name of Project: Tow Boat Parcel, Lewis Wharf, Boston
Massachusetts
- (2) Location: Lot I on a plan recorded with Suffolk
County Registry of Deeds in Book 9691,
Page 331.
- (3) Applicant: Gunwyn/Lewis Wharf Limited Partnership
- (4) I hereby state, under the penalties of perjury, that the true
names and addresses of all Persons who have a Beneficial
Interest (including the amount of their Beneficial Interest
accurate to within one-tenth of one percent if such interest
exceeds one percent) in the above-listed property are listed
below in compliance with the provisions of Article 31A of the
Boston Zoning Code.

	<u>Percentage Interest</u>
4.1 Gunwyn/Lewis Wharf Limited Partnership, a Massachusetts limited partnership c/o The Gunwyn Company 47 Thorndike Street East Cambridge, MA 02141	49.9998
Carl Koch 54 Lewis Wharf Boston, MA 02110	50.0001
4.2 Gunwyn/Lewis Wharf Limited Partnership	
<u>General Partners</u>	
Graham Gund 47 Thorndike Street East Cambridge, MA 02141	
Gunwyn Development Corporation 47 Thorndike Street East Cambridge, MA 02141	
<u>Limited Partners</u>	
Graham Gund 47 Thorndike Street East Cambridge, MA 02141	

Peter E. Madsen
47 Thorndike Street
East Cambridge, MA 02141

4.3 Gunwyn Development Corporation
47 Thorndike Street
East Cambridge, MA 02141

Graham Gund
47 Thorndike Street
East Cambridge, MA 02141

Contingent Interests

- 4.4 The following employees of The Gunwyn Company, 47 Thorndike Street, East Cambridge, MA 02141, may receive compensation based upon the success of the Project, whether in cash or in ownership interests in Gunwyn/Lewis Wharf Limited Partnership.

Richard Backer
Jan A. Brodie
Jonathan Haar
Virginia Jenks
Roslyn Watson

- (5) The undersigned also acknowledges and states that none of the above-listed individuals is an official elected to public office in the Commonwealth of Massachusetts, nor is an employee of the State Department of Capital Planning and Operations.
- (6) I hereby state, under the penalties of perjury, that the names and addresses of all firms and professional corporations employing attorneys, real estate brokers, architects, engineers, planners, or surveyors, and all other agents who have acted on behalf of any of the foregoing with respect to the application for Zoning Relief on the above-listed property are listed below in compliance with the provisions of Article 31A of the Boston Zoning Code (without reference, however, to whether such entities or individuals received more or less than \$50,000 in compensation).

6.1 Sullivan & Worcester
One Post Office Square
Boston, MA 02109

6.2 Rubin & Rudman
50 Rowes Wharf
Boston, MA 02110

- 6.3 Graham Gund Architects, Inc.
47 Thorndike Street
East Cambridge, MA 02141
- 6.4 Fort Point Associates
M/V Chelsea
300 Congress Street
Boston, MA 02210
- 6.5 Cambridge Systematics, Inc.
222 Third Street
Cambridge, MA 02142
- 6.6 Ms. Candace Jenkins
Mr. Joseph Orfant
17 Slade Street
Belmont, MA 02178
- 6.7 Rowan, Williams Davies and Irwin
650 Woodlawn Road West
Guelph, Ontario, Canada N1K 1B8
- 6.8 Haley and Aldrich, Inc.
58 Charles Street
Cambridge, MA 02141
- 6.9 Cavanaugh Tocci Associates, Inc.
327 F Boston Post Road
Sudbury, MA 01776
- 6.10 LeMessurier Consultants, Inc.
1033 Massachusetts Avenue
Cambridge, MA 02238
- 6.11 Harry Feldman, Inc.
112 Shawmut Avenue
Boston, MA 02118
- 6.12 R.G. Vanderweil Engineers
266 Summer Street
Boston, MA 02210
- 6.13 Parsons Brinkerhoff Quade & Douglas, Inc.
120 Boylston Street
Boston, MA 02116
- 6.14 Childs Engineering Corp.
541 Main Street
Medfield, MA 02052
- 6.15 Policy and Management Associates, Inc.
48 Melrose Street
Boston, MA 02116

6.16 The Halvorson Company, Inc.
161 Massachusetts Avenue
Boston, MA 02115

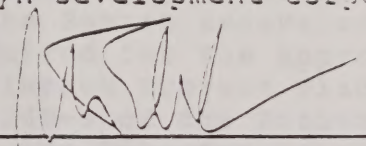
6.17 HMM Associates, Inc.
196 Baker Avenue
Concord, MA 01742

6.18 TAMS
38 Chauncy Street
Boston, MA 02111

SIGNED under the penalties of
perjury.

GUNWYN/LEWIS WHARF LIMITED
PARTNERSHIP

By: Gunwyn Development Corporation

By:  _____

Its: PRESIDENT

Name Printed: PETER E. VARSEN

Date: NOVEMBER 7 1980

Document #5373

ADOPTED

MEMORANDUM

DECEMBER 20, 1990

TO: BOSTON REDEVELOPMENT AUTHORITY AND
STEPHEN COYLE, DIRECTOR

FROM: PAUL BARRETT, ASSISTANT DIRECTOR FOR HARBOR PLANNING
AND DEVELOPMENT
VICTOR KAREN, DEPUTY DIRECTOR FOR HARBOR PLANNING AND
DEVELOPMENT
JOHN NOONE, PROJECT MANAGER

SUBJECT: PUBLIC HEARING ON THE DEVELOPMENT IMPACT PROJECT PLAN
FOR THE REDEVELOPMENT OF LEWIS WHARF

EXECUTIVE

SUMMARY: This memorandum requests that, with respect to the proposed Lewis Wharf project, the Boston Redevelopment Authority (1) make findings required for the approval of, and approve, a Development Impact Project Plan pursuant to Sections 26A-3 and 26B-3 of the Zoning Code; (2) approve and authorize the Director to execute a DIP Agreement and Cooperation Agreement, substantially in form as appended hereto, all conditioned upon the issuance of an Adequacy Determination pursuant to Article 31 of the Zoning Code; (3) recommend approval of exceptions and conditional use permits pursuant to the Zoning Code; (4) authorize the Director to issue an Adequacy Determination pursuant to Section 31-5 of the Zoning Code; (5) make a determination that the project would serve a proper public purpose and would not be detrimental to the public's rights in Tidelands and (6) approve minor modifications to the Urban Renewal Plan for the Downtown Waterfront - Faneuil Hall Urban Renewal Area.

Project Description

The Lewis Wharf project is a proposal by The Gunwyn Company to redevelop 9.76 acres of land and water at Lewis Wharf into an active, mixed use development. The project is located at the intersection of Commercial Street and Atlantic and Eastern Avenue in the North End/Waterfront District of Boston.

The plan includes the construction of a 335 room Marine Inn, 3.5 acres of public open space, 570 space below grade parking garage

and expansion and upgrading of the present marina to 65 slips. Total project cost is estimated at \$100 million. It is anticipated that construction will commence by the Fall of 1991 and be completed by the Fall of 1993.

The Marine Inn is configured within two buildings built on finger piers in the approximate location of two presently existing piers at the end of the Lewis Wharf property. The north building is proposed at a height of 55 feet above the deck level of the pier, and the south building at a height of 51 feet.

Public Benefits

The Lewis Wharf project provides numerous public benefits ranging from newly created, publicly accessible open space to economic benefits at the city, state and federal levels that will total over \$41 million in revenues during the first seven years of operation.

Public access and enjoyment will be realized from the replacement of deteriorating and blighted piers with the Marine Inn, a facility of public accommodation, which houses a restaurant, cafe, meeting facilities and a shipwatching station open to the general public.

Water dependent activities available for public use include improved sailing program facilities, a new water taxi dock, public landing, dinghy dock, access for fishing and an enlarged marina with transient and seasonal slips.

The project will create 2.5 acres of publicly accessible open space that includes a new park, a series of landscaped plazas and 2600 linear feet of Harborwalk. Presently the site contains 11 surface parking spaces which will be relocated below grade.

All parking and loading dock facilities will be contained within structures and below grade, not visible to pedestrians. Access to the below grade facilities will be from Eastern Avenue and from the Marine Inn access drive. A subsidized overnight parking voucher program that can accommodate 60-100 North End residents is also proposed.

The redevelopment of Lewis Wharf will provide a housing linkage contribution of \$742,000 and a jobs linkage contribution of \$148,400. The project will provide enough funds for creating an independent jobs program in hotel management for teenagers that could be run through a community college and/or the North End Union.

The construction phase is expected to create 400 construction jobs. Over 350 permanent hotel-related jobs will be created upon completion of the project.

Urban Design

The physical compatibility of the project within the context of the North End Waterfront results from the Marine Inn's simple massing and repetitive architectural motifs which recall archetypal 19th and 20th century mercantile wharf buildings. Materials have been selected to be compatible with adjacent brick and granite waterfront structures.

View corridors through the site have been designed to maintain and expand existing waterfront views from the North End and long shore views along the pier ends. A long distance view of Boston Harbor from the North End is provided by the Fleet Street view corridor. These view corridors are reinforced through the location of pedestrian access paths and articulated by planting and lighting schemes.

Open space is a critical element of the project's public access. A total of 2.5 acres is devoted to public open space that includes a new park located along Atlantic Avenue, passive and recreational space along the north and south piers area, a Bowling Lawn and a continuous public pedestrian promenade along the water's edge.

Zoning

The Lewis Wharf project is located within the boundaries of the North End/Downtown Waterfront Harborpark District Zoning established under Article 42A of the Boston Zoning Code. The Marine Inn is an allowed use, and meets the open space, FAR and height requirements of Article 42A.

Over three years of community review and discussion preceded adoption of the North End/Downtown Waterfront District Zoning in the spring of 1990. This participatory process resulted in a strong consensus in favor of the zoning. In December 1989 the North End Waterfront Neighborhood Council voted 13-3 and the Harborpark Advisory Committee voted unanimously in support of the zoning.

Numerous speakers voiced their support for the zoning at a public hearing held by the BRA on December 14, 1989. In addition letters of support were received from the Harborpark Advisory Committee, the Boston Harbor Association, the Greenspace Alliance, the Boston Shipping Association, the Governor's Office of Economic Development, the Department of Environmental Protection, the International Longshoremen's Association, and other local labor representatives. The BRA also received a petition in favor of the zoning which was signed by over 500 residents of the North End Waterfront.

As is apparent from the foregoing, the North End/Downtown Waterfront District Zoning received widespread and overwhelming

support from the community. The BRA voted on March 15, 1990 to petition the Zoning Commission to adopt such proposed zoning. On April 23, 1990, the Zoning Commission adopted the North End/Downtown Waterfront District Zoning as Article 42A of the Boston Zoning Code.

The proposed heights of the Marine Inn -- 55 feet for the north building and 51 feet for the south building -- comply with the 55 foot height limit established by Article 42A for this area. Approximately 57% of the Lewis Wharf site will be public open space, which is above the 50% requirement established by Article 42A. The project's proposed FAR is 1.87, which is below the FAR established by Article 42A.

Relief from certain technical requirements of the Code is necessary to accomplish the project. Specifically, conditional use permits under Article 6A of the Zoning Code will be required for the parking garage under Section 8.7 since the parcel is located in a restricted parking district; the pool house structure under Section 42A-18.7(b); and the marina under Section 42A-18.7(a). An exception to Article 25 Flood Hazard Districts will also be required in conformance with the recently adopted flood zone maps.

Development Review Process

The Lewis Wharf project is subject to the development review requirements as set forth in Article 31 of the Code. Accordingly, the Applicant filed a Project Notification Form ("PNF") on May 31, 1989. The BRA issued its Scoping Determination on August 1, 1989. The Applicant filed a Draft Project Impact Report ("DPIR") on May 16, 1990, and the BRA issued its Preliminary Adequacy Determination ("PAD") on June 29, 1990.

The North End Waterfront Neighborhood Council has reviewed the redevelopment of Lewis Wharf throughout the process. On May 1, 1989, the Council voted in favor of the developer's proceeding with environmental review of the project.

Subsequently, the Council formed a subcommittee of its Land Use Subcommittee in order to review the DPIR which studied the environmental impacts of a 44 foot tall 263 room marine inn and a 55 foot tall 335 room marine inn.

This subcommittee consisted of Council members as well as two members of the Boston Waterfront Neighborhood Association and two trustees of the Lewis Wharf Granite Building. Upon concluding their deliberations, the subcommittee passed a motion in support of a 263 room hotel, but not of a 335 room hotel, and an expression of continued interest in monitoring the project as it proceeds. The subcommittee's motion was accepted by the Council.

The Harborpark Advisory Committee has also been involved in the

review of this project throughout the process. The Committee voted to endorse the 335 room marine inn proposal which is before the BRA today.

Based on comments received on the DPIR and further analysis, the following changes and refinements have been made to the project and incorporated in the Final Impact Project Report ("FPIR") submitted on October 31, 1990:

- o Total amount of parking has been decreased from 700 to 570 spaces, without change to the 60-100 spaces available at reduced rates for North End resident evening parking;
- o Loading and service for the Marine Inn has been relocated from Eastern Avenue to below grade;
- o The Fleet Street view corridor from the North End to the harbor has been widened 50% to approximately 65 feet in width;
- o The open space design has been refined to create a significant public park along Commercial Street that welcomes people into the site;
- o The pool building has been pulled back from the water's edge to provide for a continuous publicly accessible Harborwalk with more public seating provided along its entirety and expanded public destination areas at the ends of the piers;
- o A second level pedestrian bridge, primarily of glass with light steel frame, has been incorporated between the two Marine Inn buildings and pool house; and
- o The combination of reduced parking and refinements to the traffic analysis in response to comments on the DPIR as well as observation of actual hotel operation has reduced projected daily auto trips to the site by almost 50%, and peak hour trips by 20% in the AM and 25% in the PM peak hour.

On November 13, 1990, the Boston Civic Design Commission unanimously approved the Lewis Wharf project. Commission members specifically mentioned that heights of 55 feet and 51 feet worked well with the character of other buildings in the area. Further review was encouraged during design development with respect to the location of structural supports for the second level walkway and planting alternatives for the area adjacent to the entry plaza.

Conclusion

The plan for the redevelopment of Lewis Wharf is a result of an

extensive review process where the interests of the public have been balanced with the economics required for the project to proceed. The project complies with the North End/Downtown Waterfront Harborpark District Zoning height, FAR ~~h~~ restrictions, and open space requirements.

The project continues to offer the economic benefits of construction and permanent jobs, increase in local and state tax revenue and the public benefits of revitalization of currently derelict piers for water-related and publicly accessible uses against an economic context which has changed dramatically from that in which it was initially proposed.

Finally, the Gunwyn Company has substantial experience in the development of environmentally and design sensitive projects in Boston. Graham Gund Architects is widely recognized for its high standard of quality design.

Approval of the plan for Lewis Wharf is requested contingent upon the issuance of the Adequacy Determination, the execution of Cooperation Agreements pursuant to Article 31, the Boston Transportation Department's certification that a Transportation Access Plan Agreement has been executed, and the Office of Jobs and Community Services' certification of compliance with requirements regarding a Boston Resident Construction Employment Plan, and a Memorandum of Understanding and First Source Agreement for the Voluntary Employment Plan.

The developer has also requested the Authority to approve a minor modification to the Downtown Waterfront - Faneuil Hall Urban Renewal Area in order to clarify the proposed hotel as a permitted use under the Urban Renewal Plan. The present permitted use of Parcel B-2 under Section 503 of the Urban Renewal Plan is "General Business and Residential". In order to clarify this matter it is recommended that the permitted uses for Parcel B-2 be modified to include "Transient Housing" with "General Business and Residential".

Appropriate votes and resolutions follow: